



# Helendale Community Services District

## BOARD OF DIRECTORS MEETING

May 16, 2019 at 6:30 PM

26540 Vista Road, Suite C, Helendale, CA 92342

### Call to Order - Pledge of Allegiance

#### 1. Approval of Agenda

2. **Public Participation** - *Anyone wishing to address any matter pertaining to District business listed on the agenda or not, may do so at this time. However, the Board of Directors may not take action on items that are not on the agenda. The public comment period may be limited to three (3) minutes per person. Any member may speak on any agenda item at the time the agenda item is discussed by the Board of Directors.*

#### 3. Consent Items

- Approval of Minutes: May 2 Regular Board Meeting
- Bills Paid and Presented for Approval

#### 4. Reports

- Directors' Reports
- General Manager's Report

### New Business

- Special Presentation to Recycled Art Contest Winners
- Discussion Only Regarding Proposed Burrtec Rate Increase
- Discussion and Possible Action Regarding Revisions to Tuition Reimbursement Policy
- Discussion and Possible Action Regarding Award of a Professional Services Agreement for Accounting Support Services for Fiscal Year 2020
- Discussion and Possible Action Regarding the Addition of a Full-Time Maintenance Worker I to the Organization Chart

### Other Business

- Requested items for next or future agendas (Directors and Staff only)

### Closed Session

- Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation  
Pursuant to Government Code Section 54956.9 (d)(2)  
One Potential Case
- Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation  
Pursuant to Government Code Section 54956 (d)(4)  
One Potential Case
- Announcements from Close Session Items
- Adjournment

*Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above agendized public meeting should be directed to the District's General Manager's office at (760) 951-0006 at least 24 hours prior to said meeting. The regular session of the Board meeting will be recorded. Recordings of the Board meetings are kept for the Clerk of the Board's convenience. These recordings are not the official minutes of the Board meetings.*

### Providing:

- Water
- Wastewater
- Park & Recreation
- Solid Waste Management
- Street lighting
- Graffiti Abatement for the Helendale Community

### OFFICE HOURS:

Monday-Friday  
8:00 – 5:30 p.m.

### PHONE:

760-951-0006

### FAX:

760-951-0046

### ADDRESS:

26540 Vista Road  
Suite B  
Helendale, CA  
92342

### MAILING

#### ADDRESS:

PO BOX 359  
Helendale, CA  
92342

Visit us on the Web  
at:

[www.helendalecsd.org](http://www.helendalecsd.org)





Minutes of the Helendale Community Services District  
REGULAR BOARD OF DIRECTORS MEETING FOR  
May 2, 2019 at 6:30 PM  
26540 Vista Road, Suite C. Helendale, CA 92342

**Board Members Present:**

Ron Clark - President; Tim Smith - Vice President; Sandy Haas, Secretary; Craig Schneider - Director; Henry Spiller – Director

**Staff Members Present:**

Kimberly Cox, General Manager  
Cheryl Vermette, Program Coordinator  
Alex Aviles, Wastewater Operations Manager  
Craig Carlson, Water Operations Manager

**Consultants:**

Steve Kennedy, Legal Counsel

**Members of the Public:**

There were seven (7) members of the public present.

**Call to Order and Pledge of Allegiance**

The meeting was called to order at 6:30 by President Ron Clark, after which the Pledge of Allegiance was recited.

**1. Approval of Agenda**

**Discussion:** Legal Counsel Kennedy requested to add a second potential case to the closed session item. There is a need for immediate action which arose after the agenda was posted.

**Action:** A motion was made by Director Haas to approve the agenda as presented. The motion was seconded by Vice President Smith.

**Vote:** Motion carried by the following vote: 5 Yes – 0 No

**2. Public Participation**

Christian Gunter, Field Representative for First District Supervisor Lovingood, thanked the Fire Department for inviting the 1<sup>st</sup> District Supervisor to the fire engine dedication. He reported that job growth reports indicate that the Inland Empire has added about 2,200 new jobs. April was financial literacy month, the National Endowment for Financial Education offers free 45 minute classes on financial literacy on their website [smartaboutmoney.org](http://smartaboutmoney.org). Homeless point in time counts were recently done, 2,607 homeless people were counted, which was up 23% from 2018. Homeless individuals age 55 and older increased 71% from last year and 19% of the 1,873 homeless adults counted were adults who were homeless for the first time. The High Desert Mental Health Summit will be at High Desert Church on Thursday, May 9<sup>th</sup>. On May 8<sup>th</sup>, CSDA's Chris Palmer will be speaking at the multi-District luncheon. The Veterans Resource Fair will be on May 8<sup>th</sup> at the Apple Valley Conference Center.

### 3. Consent Items

- a. Approval of Minutes: April 18, 2019 Regular Board Meeting
- b. Bills Paid and Presented for Approval

**Action:** A motion was made by Director Haas to approve the consent items as presented. The motion was seconded by Vice President Smith.

**Vote:** Motion carried by the following vote: 5 Yes – 0 No

### 4. Reports

- a. Directors' Reports

Director Schneider commented that he attended the Earth Day event at the CSD and taught one of the classes to the students. He also attended the High Desert Mountain Water Association meeting; the presentation was on backflow prevention devices.

Director Haas commented that she attended the clean-up/shred fest event.

Vice President Smith commented that he also attended the Earth Day celebration and cooked lunch for all of the participants.

Director Spiller talked about coming up with new ways to increase participation at the Farmers Market. President Clark said that he attended the Fire Department event on Saturday.

- b. General Manager's Report

General Manager Cox reported that the Burrtec rate increase public meeting is scheduled for May 16<sup>th</sup> and the Public Hearing is scheduled for June 6<sup>th</sup>. The budget public meeting is scheduled for May 16<sup>th</sup> and the Budget Public Hearing is scheduled for adoption on June 6<sup>th</sup>.

Wastewater Operations Manager Aviles gave the wastewater report. The trickling filter pumps were plugged, which was caused by sludge. Staff backflushed the filter pump. Staff met with Edison to get Edison power to northwest corner of park for the secondary irrigation area, electronic gate, and safety lighting. Staff met with Jamison Construction for cost of installing Grit Removal system. Staff collected annual monitoring well samples with additional constituents and new sampling method. Staff received two call for residential blockages and were able to clear one but second was in customer's portion of lateral. Alex and Bill did Earth Day presentations to 7 classes. Bill found compressor #2 had high pressure reading and cut-in/cut-out had to be reset. Bill made repair and got the compressor back up and running. OIT interviews are scheduled for Wednesday May 8<sup>th</sup>.

Program Coordinator Vermette gave the program report. Composting class is coming up on March 4<sup>th</sup> at 9 am and a pruning workshop has been scheduled for June 28<sup>th</sup> at 6 pm. Approximately 150 4<sup>th</sup> and 5<sup>th</sup> grade students participated in the annual Earth Day event. Concerts in the Park have been scheduled for the second Saturday of every month from June through October. We have several sponsors lined up including Gridiron Pizza, Burrtec Waste, UIA and Professional Realty. Solid Waste Report: residential recycling for the month of February was 46.25 tons, refuse collection for February was 280.24 tons, green waste tonnage was 6.93 for the month of April, metal recycling for April was 1.71 tons, bulky item pickups for April were at 37.

Clean-Up Day Totals: trash and green waste collection was 46.43, metal collection was 5.68 tons, and 4.76 tons of tires were collected.

## New Business

### 5. Discussion Only Regarding Development of a BMX Bike Area

**Discussion:** General Manager Cox discussed the potential for a BMX bike area as a new park amenity. Staff will research options if the Board concurs this item has merit. Some considerations would include liability, community acceptance, fencing, remediating the property and the cost of the project. The Board discussed the project and talked about location. Vice President Smith noted that the area behind the RV park or next to it may be a desirable location. They also asked if the community has reached out to the District or the Association to build a BMX area. The Board requested that staff meet with the Hesperia Recreation and Park District to get more information about their BMX track and bring the item back to the Board at the second meeting in June.

**Action:** There was no action on this item.

### 6. Discussion and Possible Action to Authorize Purchase of a Water Truck for the Water Department

**Discussion:** The water truck has been on the CIP and staff has been looking for a used water truck for a while. Good used trucks don't last on the market. Staff uses the water truck:

- During any construction projects
- Wetting drive areas at park and yard
- Cleaning up after leaks

**Action:** Director Spiller made the motion to approve the expenditure of up to \$50,000 for the purchase a carb-compliant water truck. Director Haas seconded the motion.

**Vote:** The motion was approved by the following roll call vote: 5 – Yes 0 – No

Director Schneider: Yes; Director Haas: Yes; President Clark: Yes; Vice President Smith: Yes; Director Spiller: Yes

### 7. Discussion and Possible Action Regarding Adoption of Resolution 2019-04: A Resolution of the Board of Directors of the Helendale Community Services District Establishing Policies for its Compensation, Reimbursement, and Ethics Training

**Discussion:** This was one of the first original resolutions adopted by the Board. The resolution outlines the commitment to transparency and ethical conduct. District's Legal Counsel spoke to the importance of the resolution. He talked about AB 1234, that sets the guidelines for compensation and reimbursement for Directors. Staff has a suggested addition to Exhibit A: Add Silver Lakes Association meetings to the list.

**Action:** Vice President Smith made the motion to adopt Resolution 2019-04. Director Schneider seconded the motion.

**Vote:** The motion was approved by the following roll call vote: 5 – Yes 0 – No

Director Schneider: Yes; Director Haas: Yes; President Clark: Yes; Vice President Smith: Yes; Director Spiller: Yes

### 8. Discussion Only Regarding Review of Ordinance No. 2016-03: An Ordinance of the Helendale Community Services District Setting Compensation for its Board of Directors

**Discussion:** CSD law allows for 6 meetings per month, the Water Code allows for 10 meetings per month. The initial compensation for the Board was \$100 per meeting. In 2016, the Board increased the reimbursement to \$125 per meeting. The calculated increase at this time

would be \$144 per month. In 2016, the increase to \$125 reset the rate on which the 5% increase is calculated. If an increase is desired, a public hearing will be scheduled. Public notice is also required. The Board cannot act on the increase until the hearing. If approved, the rate would not take effect until 60 days after public hearing. The Board gave staff direction to prepare the ordinance reflecting a change of up to 10 meetings per month and \$140 per meeting.

**Public Comment:** Doug Bell, Resident, commented on his support of the increase for the amount of work the Board does.

### **Other Business**

9. Requested items for next or future agendas (Directors and Staff only)  
None

President Clark called for a brief recess at 7:41 pm after which Closed Session began.

### **Closed Session**

President Clark called the Closed Session to Order at 7:58 pm

10. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation  
Pursuant to Government Code Section 54956.9 (d)(2)  
One Two Potential Cases (Changed from one potential case to two potential cases)

### **11. Announcement of Closed Session Actions**

President Clark called to order the Open Session of the Board meeting at 8:18 pm and Legal Counsel announced there was no reportable action resulting from closed session items.

### **12. Adjournment**

**Action:** President Ron Clark adjourned the meeting at 8:20 pm

Submitted by:

Approved By:

\_\_\_\_\_  
Ron Clark, President

\_\_\_\_\_  
Sandy Haas, Secretary

*The Board actions represent decisions of the Helendale Community Services District Board of Directors. A digital voice recording and copy of the PowerPoint presentation are available upon request at the Helendale CSD office.*



# Helendale Community Services District

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Date: May 16, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Sharon Kreinop / Cheryl Vermette  
SUBJECT: Agenda item #3  
Consent Items

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## CONSENT ITEMS

- a. Approval of Minutes: May 2 Regular Board Meeting
- b. Bills Paid and Presented for Approval



# Helendale Community Services District

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Date: May 16, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
BY: Sharon Kreinop, Senior Account Specialist  
SUBJECT: Agenda item # 3 b.  
Consent Item: Bills Paid and Presented for Approval

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**STAFF RECOMMENDATION:**

Report Only. Receive and File

**STAFF REPORT:**

Staff issued 58 checks and 11 EFT's totaling \$208,707.61

|                       |                 |                 |
|-----------------------|-----------------|-----------------|
| Total cash available: | <u>4/27/19</u>  | <u>4/16/19</u>  |
| Cash                  | \$ 5,823,612.66 | \$ 5,819,279.86 |
| Checks/EFT's Issued   | \$ 208,707.61   | \$ 146,165.29   |

Investment Report

The Investment Report shows the status of invested District funds. The current interest rate is 2.74% for CalTRUST Short-Term and 2.33% for Medium-Term Investments, 2.45% for LAIF, and 0.25% for the CBB Sweep Account for April 2019. Interest earned in April 2019 on the CalTrust investments and the CBB Sweep Account is \$9,735.40



Helendale CSD

# Bills Paid and Presented for Approval Transaction Detail

Issued Date Range: 04/27/2019 - 05/09/2019

Cleared Date Range: -

| Issued Date                                   | Number                     | Description   | Amount      | Type  | Module           |
|---|----------------------------|---|-------------|-------|------------------|
| <b>Bank Account: 251229590 - CBB Checking</b> |                            |   |             |       |                  |
| 04/30/2019                                    | <a href="#">EFT0002735</a> | To record CalPERS Pmt Classic PP 3/18/19 - 3/31/19    | -5,540.12   | EFT   | General Ledger   |
| 04/30/2019                                    | <a href="#">EFT0002736</a> | To record CalPERS Pmt PEPRA PP 3/18/19 - 3/31/19      | -1,003.62   | EFT   | General Ledger   |
| 05/01/2019                                    | <a href="#">EFT0002737</a> | To record EVO Rec Desk CC Fees 22567                  | -188.67     | EFT   | General Ledger   |
| 05/01/2019                                    | <a href="#">EFT0002738</a> | To record EVO Thrift Store CC Fees 23099              | -446.56     | EFT   | General Ledger   |
| 05/02/2019                                    | <a href="#">21813</a>      | High Desert Underground Inc                           | -113,998.50 | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21814</a>      | Apple Valley Communications, Inc                      | -130.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21815</a>      | AVCOM Services Inc.                                   | -114.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21816</a>      | Beck Oil Inc  | -2,661.67   | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21817</a>      | C-Me Promotions & Embroidery, Inc                     | -80.00      | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21818</a>      | Diane Ona   | -80.00      | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21819</a>      | Hartford Life   | -595.73     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21820</a>      | Hi Desert Trophy & Awards, LLC                        | -190.93     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21821</a>      | Mike Radford  | -225.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21822</a>      | Mobile Occupational Services, Inc.                    | -45.00      | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21823</a>      | Rebecca Gonzalez                                      | -330.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21824</a>      | Ron Clark   | -750.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21825</a>      | Sandy Haas  | -750.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21826</a>      | Sullivan Uniform                                      | -213.73     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21827</a>      | The Woodall Group, Inc                                | -20.00      | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21828</a>      | Tim Smith   | -776.68     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21829</a>      | Top Notch Networking, LLC                             | -964.16     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21830</a>      | Uline   | -64.41      | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21831</a>      | USPS  | -220.00     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21832</a>      | Southern California Edison                            | -925.25     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21833</a>      | Southern California Edison                            | -89.43      | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21834</a>      | Southern California Edison                            | -148.75     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">21835</a>      | Southwest Gas Company                                 | -238.44     | Check | Accounts Payable |
| 05/02/2019                                    | <a href="#">EFT0002743</a> | To record Tasc Flex Claim Pmt PPE 4/26/19             | -559.59     | EFT   | General Ledger   |
| 05/02/2019                                    | <a href="#">EFT0002744</a> | To record ETS Fees - #9691                            | -365.69     | EFT   | General Ledger   |
| 05/02/2019                                    | <a href="#">EFT0002746</a> | To record ETS Fees - #9692                            | -1,033.25   | EFT   | General Ledger   |
| 05/02/2019                                    | <a href="#">EFT0002747</a> | To record ETS Fees - #557                             | -75.02      | EFT   | General Ledger   |
| 05/03/2019                                    | <a href="#">EFT0002734</a> | To record CalPERS Health Premium Paid                 | -13,924.88  | EFT   | General Ledger   |
| 05/03/2019                                    | <a href="#">EFT0002741</a> | To post Payroll pmt - Dir Deposit PPE 4/26/19         | -33,252.14  | EFT   | General Ledger   |
| 05/03/2019                                    | <a href="#">EFT0002742</a> | To post Payroll pmt - PR Tax Pmt PP 3/18/19 - 3/31/19 | -8,444.24   | EFT   | General Ledger   |
| 05/06/2019                                    | <a href="#">21836</a>      | GLEN MATA   | -154.35     | Check | Utility Billing  |
| 05/08/2019                                    | <a href="#">21840</a>      | BRIGITTE DAGUERRE                                     | -86.11      | Check | Utility Billing  |
| 05/08/2019                                    | <a href="#">21841</a>      | MIKE GREAVES  | -100.85     | Check | Utility Billing  |
| 05/08/2019                                    | <a href="#">21842</a>      | PROVIDENT TITLE CO                                    | -9.95       | Check | Utility Billing  |
| 05/08/2019                                    | <a href="#">21843</a>      | SYBILLE ACKERMAN                                      | -53.62      | Check | Utility Billing  |
| 05/08/2019                                    | <a href="#">21844</a>      | ASBCSD  | -37.00      | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21845</a>      | Bank of America                                       | -4,298.76   | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21846</a>      | California Turf Irrigation & Industrial Supply        | -276.56     | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21847</a>      | County of San Bernardino                              | -48.00      | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21848</a>      | Frontier Communications                               | -46.54      | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21849</a>      | Frontier Communications                               | -88.53      | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21850</a>      | I Candy Website & Graphic Design                      | -167.55     | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21851</a>      | Inland Water Works Supply Co.                         | -1,055.95   | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21852</a>      | Konica/Minolta  | -127.73     | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21853</a>      | Liberty Composting, Inc.                              | -250.25     | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21854</a>      | Mark Roberts  | -3,400.00   | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21855</a>      | McMaster-Carr   | -135.47     | Check | Accounts Payable |
| 05/08/2019                                    | <a href="#">21856</a>      | Minuteman Press                                       | -183.69     | Check | Accounts Payable |



**Bank Transaction Report**

**Issued Date Range: -**

| <b>Issued Date</b>                        | <b>Number</b>         | <b>Description</b>         | <b>Amount</b>      | <b>Type</b> | <b>Module</b>    |
|---|-----------------------|----------------------------|--------------------|-------------|------------------|
| 05/08/2019                                | <a href="#">21857</a> | NV5, Inc                   | -1,070.00          | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21858</a> | On Line                    | -40.13             | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21859</a> | O'Reilly Auto Parts        | -193.89            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21860</a> | Parkhouse Tire, Inc.       | -480.70            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21861</a> | Paul Harvey                | -200.00            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21862</a> | Quinn Company              | -526.72            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21863</a> | Ryan Herco Flow Solutions  | -273.36            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21864</a> | Sierra Analytical          | -3,411.00          | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21865</a> | Uline                      | -120.50            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21866</a> | United Site Services       | -183.47            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21867</a> | USA Blue Book              | -187.36            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21868</a> | USA of So. California      | -46.30             | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21869</a> | Southern California Edison | -1,457.97          | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21870</a> | Southern California Edison | -89.43             | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21871</a> | Southern California Edison | -61.66             | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21872</a> | Southern California Edison | -148.75            | Check       | Accounts Payable |
| 05/08/2019                                | <a href="#">21873</a> | Fedak & Brown LLP          | -1,250.00          | Check       | Accounts Payable |
| <b>Bank Account 251229590 Total: (69)</b> |                       |                            | <b>-208,707.61</b> |             |                  |
| <b>Report Total: (69)</b>                 |                       |                            | <b>-208,707.61</b> |             |                  |

**Bank Transaction Report**

| <b>Bank Account</b>                    | <b>Count</b> | <b>Amount</b>      |
|--|--------------|--------------------|
| <a href="#">251229590 CBB Checking</a> | 69           | -208,707.61        |
| <b>Report Total:</b>                   | <b>69</b>    | <b>-208,707.61</b> |

| <b>Cash Account</b>                                 | <b>Count</b> | <b>Amount</b>      |
|---|--------------|--------------------|
| <a href="#">99 99-111000 Cash in CBB - Checking</a> | 69           | -208,707.61        |
| <b>Report Total:</b>                                | <b>69</b>    | <b>-208,707.61</b> |

| <b>Transaction Type</b> | <b>Count</b> | <b>Amount</b>      |
|-------------------------|--------------|--------------------|
| Check                   | 58           | -143,873.83        |
| EFT                     | 11           | -64,833.78         |
| <b>Report Total:</b>    | <b>69</b>    | <b>-208,707.61</b> |



# Helendale Community Services District

Date: May 16, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #6  
Discussion Only Regarding Proposed Burrtec Rate Increase

## STAFF RECOMMENDATION:

None

## STAFF REPORT:

The purpose of this agenda item is to review the proposed rate increase and answer any questions the Board and/or members of the public may have regarding the proposed increase and the public hearing process. No action will be taken.

Section 10.05 of the contract outlines the annual formula-based compensation adjustment as follows:

*"The maximum rates set forth in Attachment D, Residential Bin and commercial Services may be adjusted annually effective each July 1st by an amount equal to the calendar year annual twelve-month mean average change in the Consumer Price Index for All Urban Consumers for Los Angeles-Riverside-Orange Counties as published by the United States Department of Labor, Bureau of Labor Statistics for the previous calendar year annual twelve-month period ("CPI")....It is understood by both parties that the maximum annual CPI increase shall be no greater than four percent (4%) in any given adjustment period."*

The noted CPI is 3.81% which is below the maximum increase allowed by the contract of 4%. The CPI increase and related adjustments results in an increase of \$1.06 over last year's rates. The breakdown is as follows:

|           | Current | Proposed | Difference |
|-----------|---------|----------|------------|
| Curb PU   | 15.41   | 16.00    | 0.59       |
| Recycling | 0.89    | 1.18     | 0.29       |
| Admin Fee | 2.21    | 2.29     | 0.08       |
| Recovery  | 0.07    | 0.07     | 0          |
| Franchise | 2.06    | 2.16     | 0.1        |

1.06 Total

The Board accepted the submittal from Burrtec per the contract and directed Staff to circulate the public notification outlining the rate increase. The notice that outlined the proposed increases for

both commercial and residential rate increases were mailed to each affected rate payer noticing the public meeting and the public hearing. To date the District has received two written protests to the proposed rate increase.

**FISCAL IMPACT:** As outlined in Exhibit A.

**REQUESTED ACTION:** None. This is a discussion only item.

**ATTACHMENTS:**

Burrtec letter requesting a CPI adjustment

Rate notice mailed to all affected rate payer

Exhibit A of the rate notice outlining the current and proposed rates.



**BURRTEC**

WASTE INDUSTRIES, INC.

*"We'll Take Care Of It"*

March 1, 2019

Kimberly Cox  
Helendale Community Services District  
26540 Vista Rd, Suite B  
P.O. Box 359  
Helendale, CA 92342

RE: 2019 Rate Review Report

Dear Ms. Cox:

Pursuant to the Agreement for Solid Waste Handling and Recycling Services, Burrtec respectfully requests a 2019 rate adjustment and submits the following rate review information.

This year's rate adjustment is comprised of the following factors:

- A trash collection service adjustment based on the average 2018 Consumer Price Index at 3.81%.
- Estimating no change in the per ton disposal fee as charged by San Bernardino County.
- A residential recycling service cost factor based on 2018 recyclable commodity values and material processing costs of \$1.18 per month.
- Introducing a compliance fee component to address new compliance and reporting requirements.

Enclosed please find the detailed rate review work sheets.

Thank you for the consideration.

Sincerely,

Richard Niño  
Vice President

Helendale CSD  
 Rate Components  
 Residential Service  
 Admin Fee & 218 Adjustment

| Service Level                | Current Components - July 2018 |                  |                      |                         |                 |                  | Proposed Components - July 2019 |                   |                  |                      |                         |                 |                  |
|------------------------------|--------------------------------|------------------|----------------------|-------------------------|-----------------|------------------|---------------------------------|-------------------|------------------|----------------------|-------------------------|-----------------|------------------|
|                              | 2017 CPI<br>2.79%              | Trash<br>Service | Recycling<br>Service | Admin Fee<br>(incl CPI) | 218<br>Recovery | 10%<br>Fran. Fee | Total                           | 2018 CPI<br>3.81% | Trash<br>Service | Recycling<br>Service | Admin Fee<br>(incl CPI) | 218<br>Recovery | 10%<br>Fran. Fee |
| 95 gallon (and recy)         |                                | 15.41            | 0.89                 | 2.21                    | 0.07            | 2.06             | 20.64                           | 16.00             | 1.18             | 2.29                 | 0.07                    | 2.16            | 21.70            |
| 95 gallon trash extra        |                                | 6.86             |                      | -                       |                 | 0.76             | 7.62                            | 7.12              |                  | -                    |                         | 0.79            | 7.91             |
| 65/95 gallon recy. 1st extra |                                |                  |                      |                         |                 |                  | No Charge                       |                   |                  |                      |                         |                 | No Charge        |
| 65/95 gallon recy. extra     |                                | 1.35             |                      | -                       |                 | 0.15             | 1.50                            | 1.40              |                  | -                    |                         | 0.16            | 1.56             |

Helendale CSD  
 Rate Components  
 Residential Service with ESFR Disposal  
 Admin Fee & 218 Adjustment

| Service Level                | Current Components - July 2018 |                  |                      |                  |                         |                 |                  |                   | Proposed Components - July 2019 |                  |                      |                  |                         |                 |                  |       |
|------------------------------|--------------------------------|------------------|----------------------|------------------|-------------------------|-----------------|------------------|-------------------|---------------------------------|------------------|----------------------|------------------|-------------------------|-----------------|------------------|-------|
|                              | 2017 CPI<br>2.79%              | Trash<br>Service | Recycling<br>Service | ESFR<br>Disposal | Admin Fee<br>(incl CPI) | 218<br>Recovery | 10%<br>Fran. Fee | Total             | 2018 CPI<br>3.81%               | Trash<br>Service | Recycling<br>Service | ESFR<br>Disposal | Admin Fee<br>(incl CPI) | 218<br>Recovery | 10%<br>Fran. Fee | Total |
| 95 gallon (and recy)         |                                | 15.41            | 0.89                 | 7.26             | 2.21                    | 0.07            | 2.06             | 27.90             |                                 | 16.00            | 1.18                 | 7.26             | 2.29                    | 0.07            | 2.16             | 28.96 |
| 95 gallon trash extra        |                                | 6.86             |                      |                  | -                       |                 | 0.76             | 7.62              |                                 | 7.12             |                      |                  | -                       |                 | 0.79             | 7.91  |
| 65/95 gallon recy. 1st extra |                                |                  |                      |                  |                         |                 |                  | No Charge         |                                 |                  |                      |                  |                         |                 | No Charge        |       |
| 65/95 gallon recy. extra     |                                | 1.35             |                      |                  | -                       |                 | 0.15             | 1.50              |                                 | 1.40             |                      |                  | -                       |                 | 0.16             | 1.56  |
| ESFR = \$87.14/12            |                                |                  |                      |                  |                         |                 |                  | ESFR = \$87.14/12 |                                 |                  |                      |                  |                         |                 |                  |       |

Helendale CSD  
 Rate Components  
 Commercial Barrels

| Refuse         | Current Components - July 2018 |          |         |          |           | Proposed Components - July 2019 |                |            |          |           |
|----------------|--------------------------------|----------|---------|----------|-----------|---------------------------------|----------------|------------|----------|-----------|
|                | 2017 CPI                       | Trash    | Service | Disposal | Fran. Fee | 2018 CPI                        | Fee per Barrel | Compliance | Disposal | Fran. Fee |
|                | 2.79%                          | \$ 47.94 | 10%     |          |           | 3.81%                           | \$ 0.46        | \$ 47.94   | 10%      |           |
| Service Level  |                                |          |         |          | Total     |                                 |                |            |          | Total     |
| 95 gallon - 1x | 9.88                           | 6.23     | 1.10    |          | \$ 17.21  | 10.26                           | 0.46           | 6.23       | 1.19     | \$ 18.14  |
| 95 gallon - 2x | 28.12                          | 12.46    | 3.12    |          | \$ 43.70  | 29.19                           | 0.46           | 12.46      | 3.29     | \$ 45.40  |
| 95 gallon - 3x | 41.22                          | 18.69    | 4.58    |          | \$ 64.49  | 42.79                           | 0.46           | 18.69      | 4.81     | \$ 66.75  |

| Recycling               | Current Components - July 2018 |       |         |                     | Proposed Components - July 2019 |       |         |                     |
|-------------------------|--------------------------------|-------|---------|---------------------|---------------------------------|-------|---------|---------------------|
|                         | 2017 CPI                       | Trash | Service | Recycling Fran. Fee | 2018 CPI                        | Trash | Service | Recycling Fran. Fee |
|                         | 2.79%                          |       |         | 10%                 | 3.81%                           |       |         | 10%                 |
| Service Level           |                                |       |         | Total               |                                 |       |         | Total               |
| Automated Recy 65g - 1x | 5.74                           | 0.89  | 0.64    | \$ 7.27             | 5.96                            | 1.18  | 0.66    | \$ 7.80             |



Helendale CSD  
 Rate Components  
 Commercial Refuse Bin Service

| Current Components - July 2018 |      |               |               | Proposed Components - July 2019 |                |               |            |
|--------------------------------|------|---------------|---------------|---------------------------------|----------------|---------------|------------|
| Bin Size                       | Freq | CPI           | Franchise Fee | Total Rate                      | CPI            | Franchise Fee | Total Rate |
|                                |      | Trash Service |               |                                 | Est'd Disposal |               |            |
| 1.5                            | 1    | 60.00         | 17.45         | \$84.12                         | 62.29          | 0.98          | \$87.75    |
| 1.5                            | 2    | 112.20        | 34.90         | \$159.57                        | 116.47         | 1.95          | \$166.48   |
| 1.5                            | 3    | 164.44        | 52.35         | \$235.06                        | 170.71         | 2.93          | \$245.28   |
| 2                              | 1    | 77.37         | 23.27         | \$109.24                        | 80.32          | 1.30          | \$113.96   |
| 2                              | 2    | 147.01        | 46.54         | \$209.88                        | 152.61         | 2.60          | \$219.00   |
| 2                              | 3    | 216.64        | 69.81         | \$310.52                        | 224.89         | 3.90          | \$324.02   |
| 3                              | 1    | 104.46        | 34.90         | \$150.97                        | 108.44         | 1.95          | \$157.56   |
| 3                              | 2    | 208.87        | 69.80         | \$301.88                        | 216.83         | 3.90          | \$315.06   |
| 3                              | 3    | 313.37        | 104.70        | \$452.89                        | 325.31         | 5.85          | \$472.66   |
| 3                              | 4    | 417.81        | 139.60        | \$603.83                        | 433.73         | 7.80          | \$630.19   |
| 3                              | 5    | 522.23        | 174.50        | \$754.76                        | 542.13         | 9.75          | \$787.70   |
| 3                              | 6    | 626.69        | 209.40        | \$905.72                        | 650.57         | 11.70         | \$945.26   |
| T. Bin 3 yd                    |      | 97.43         | -             | \$108.26                        | 101.14         | -             | \$112.38   |

Helendale CSD  
 Rate Components  
 Residential Refuse Bin Service

| Bin Size    | Freq | Current Components - July 2018 |               |            | Proposed Components - July 2019 |               |            |
|-------------|------|--------------------------------|---------------|------------|---------------------------------|---------------|------------|
|             |      | Trash Service                  | Franchise Fee | Total Rate | Trash Service                   | Franchise Fee | Total Rate |
|             |      | CPI<br>2.79%                   | 10.00%        |            | CPI<br>3.81%                    | 10.00%        |            |
| 1.5         | 1    | 59.99                          | 6.67          | \$66.66    | 62.28                           | 6.92          | \$69.20    |
| 1.5         | 2    | 119.96                         | 13.33         | \$133.29   | 124.53                          | 13.84         | \$138.37   |
| 1.5         | 3    | 179.94                         | 19.99         | \$199.93   | 186.80                          | 20.76         | \$207.56   |
| 2           | 1    | 77.37                          | 8.60          | \$85.97    | 80.32                           | 8.92          | \$89.24    |
| 2           | 2    | 154.74                         | 17.19         | \$171.93   | 160.64                          | 17.85         | \$178.49   |
| 2           | 3    | 232.10                         | 25.79         | \$257.89   | 240.94                          | 26.77         | \$267.71   |
| 3           | 1    | 104.46                         | 11.61         | \$116.07   | 108.44                          | 12.05         | \$120.49   |
| 3           | 2    | 208.92                         | 23.21         | \$232.13   | 216.88                          | 24.10         | \$240.98   |
| 3           | 3    | 313.39                         | 34.82         | \$348.21   | 325.33                          | 36.15         | \$361.48   |
| T. Bin 3 yd |      | 97.43                          | 10.83         | \$108.26   | 101.14                          | 11.24         | \$112.38   |

Helendale CSD  
Rate Components  
Recycling Bin Service

| Current Components - July 2018 |      |               |           |               |            | Proposed Components - July 2019 |      |               |           |               |            |
|--------------------------------|------|---------------|-----------|---------------|------------|---------------------------------|------|---------------|-----------|---------------|------------|
| Bin Size                       | Freq | CPI           |           | Franchise Fee | Total Rate | Bin Size                        | Freq | CPI           |           | Franchise Fee | Total Rate |
|                                |      | Trash Service | Recycling |               |            |                                 |      | Trash Service | Recycling |               |            |
| 1.5                            | 1    | 59.99         | 21.80     | 10.00%        | \$70.91    | 1.5                             | 1    | 62.28         | 51.21     | 10.00%        | \$79.19    |
| 1.5                            | 2    | 119.96        | 8.50      | 13.33         | \$141.79   | 1.5                             | 2    | 124.53        | 19.98     | 13.84         | \$158.35   |
| 1.5                            | 3    | 179.94        | 12.75     | 19.99         | \$212.68   | 1.5                             | 3    | 186.80        | 29.97     | 20.76         | \$237.53   |
| 2                              | 1    | 77.37         | 5.67      | 8.60          | \$91.64    | 2                               | 1    | 80.32         | 13.32     | 8.92          | \$102.56   |
| 2                              | 2    | 154.74        | 11.34     | 17.19         | \$183.27   | 2                               | 2    | 160.64        | 26.64     | 17.85         | \$205.13   |
| 2                              | 3    | 232.10        | 17.01     | 25.79         | \$274.90   | 2                               | 3    | 240.94        | 39.96     | 26.77         | \$307.67   |
| 3                              | 1    | 104.46        | 8.50      | 11.61         | \$124.57   | 3                               | 1    | 108.44        | 19.97     | 12.05         | \$140.46   |
| 3                              | 2    | 208.92        | 17.00     | 23.21         | \$249.13   | 3                               | 2    | 216.88        | 39.94     | 24.10         | \$280.92   |
| 3                              | 3    | 313.39        | 25.50     | 34.82         | \$373.71   | 3                               | 3    | 325.33        | 59.91     | 36.15         | \$421.39   |
| 3                              | 4    | 417.85        | 34.00     | 46.43         | \$498.28   | 3                               | 4    | 433.77        | 79.88     | 48.20         | \$561.85   |
| 3                              | 5    | 522.30        | 42.50     | 58.03         | \$622.83   | 3                               | 5    | 542.20        | 99.85     | 60.24         | \$702.29   |
| 3                              | 6    | 626.77        | 51.00     | 69.64         | \$747.41   | 3                               | 6    | 650.65        | 119.82    | 72.29         | \$842.76   |

Helendale CSD  
Rate Components  
Roll Off Service

| Size                             | Current Components - July 2018 |          |                  |          | Proposed Components - July 2019 |                              |                  |                  |          |  |
|----------------------------------|--------------------------------|----------|------------------|----------|---------------------------------|------------------------------|------------------|------------------|----------|--|
|                                  | CPI %<br>2.79%                 | \$ 59.94 | 10.00%           | Rate     | CPI %<br>3.81%                  | Fee per Load<br>\$2.75       | Estd<br>\$ 59.94 | 10.00%           | Rate     |  |
|                                  | (See Note)                     |          |                  |          | (See Note)                      |                              |                  |                  |          |  |
|                                  | Trash<br>Service               | Disposal | Franchise<br>Fee |          | Trash<br>Service                | Compliance<br>Fee to Burrtec | Disposal         | Franchise<br>Fee |          |  |
| <b><u>Permanent</u></b>          |                                |          |                  |          |                                 |                              |                  |                  |          |  |
| 40 Yard                          | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          | 2.75                         | Actual           | 21.08            | \$210.81 |  |
| 20 Yard                          | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          | 2.75                         | Actual           | 21.08            | \$210.81 |  |
| 10 Yard                          | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          | 2.75                         | Actual           | 21.08            | \$210.81 |  |
| 40 Yard (compactor)              | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          | 2.75                         | Actual           | 21.08            | \$210.81 |  |
| Dry Run/Relocate                 | 64.81                          |          | 7.20             | \$72.01  | 67.28                           |                              |                  | 7.48             | \$74.76  |  |
| Rental Fee (per day)             | 21.93                          |          | 2.44             | \$24.37  | 22.77                           |                              |                  | 2.53             | \$25.30  |  |
| <b><u>Temporary</u></b>          |                                |          |                  |          |                                 |                              |                  |                  |          |  |
| 40 Yard - 6 ton                  | 180.12                         | 359.64   | 20.01            | \$559.77 | 186.98                          | 2.75                         | 359.64           | 21.08            | \$570.45 |  |
| 20 Yard - 10 ton                 | 180.12                         | 599.40   | 20.01            | \$799.53 | 186.98                          | 2.75                         | 599.40           | 21.08            | \$810.21 |  |
| 10 Yard - 10 ton                 | 180.12                         | 599.40   | 20.01            | \$799.53 | 186.98                          | 2.75                         | 599.40           | 21.08            | \$810.21 |  |
| Excess Disposal                  |                                | 59.94    | 0.00             | \$59.94  |                                 |                              | 59.94            | 0.00             | \$59.94  |  |
| <b><u>Recycling</u></b>          |                                |          |                  |          |                                 |                              |                  |                  |          |  |
| 40 Yard                          | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          |                              | Actual           | 20.78            | \$207.76 |  |
| 20 Yard                          | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          |                              | Actual           | 20.78            | \$207.76 |  |
| 10 Yard                          | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          |                              | Actual           | 20.78            | \$207.76 |  |
| 40 Yard (compactor)              | 180.12                         | Actual   | 20.01            | \$200.13 | 186.98                          |                              | Actual           | 20.78            | \$207.76 |  |
| 40 Yard Green Waste              | 225.89                         | Actual   | 25.10            | \$250.99 | 234.50                          |                              | Actual           | 26.06            | \$260.56 |  |
| <b><u>Concrete Washout</u></b>   |                                |          |                  |          |                                 |                              |                  |                  |          |  |
| Concrete wash-out box (delivery) | 473.49                         |          | 52.61            | \$526.10 | 491.53                          |                              |                  | 54.61            | \$546.14 |  |
| Concrete wash-out box (pump)     | 348.89                         |          | 38.77            | \$387.66 | 362.18                          |                              |                  | 40.24            | \$402.42 |  |
| Pump service                     | 473.49                         |          | 52.61            | \$526.10 | 491.53                          |                              |                  | 54.61            | \$546.14 |  |
| Relocate                         | 119.62                         |          | 13.29            | \$132.91 | 124.18                          |                              |                  | 13.80            | \$137.98 |  |
| Rental Fee (per day)             | 9.96                           |          | 1.11             | \$11.07  | 10.34                           |                              |                  | 1.15             | \$11.49  |  |

**RENTAL CHARGES:**

**Permanent Boxes**

A minimum of four (4) loads per month is needed for boxes to be serviced on a permanent basis.

Notes:

Roll off disposal rate = 7/1/18 SB Co Gate of \$47.94 per ton + CDS DP of \$12.00 per ton.

Helendale CSD  
Rate Components  
Special Services

| Service                                      | Current Components - July 2018 |                  |          | Proposed Components - July 2019 |                  |          |
|--|--------------------------------|------------------|----------|---------------------------------|------------------|----------|
|  | CPI<br>2.79%                   | 10%<br>Fran. Fee | Total    | CPI<br>3.81%                    | 10%<br>Fran. Fee | Total    |
|  | Trash<br>Service               |                  |          | Trash<br>Service                |                  |          |
| Locking bin                                  | 6.86                           | 0.76             | \$ 7.62  | 7.12                            | 0.79             | \$ 7.91  |
| Container steam cleaning                     | 33.95                          | 3.77             | \$ 37.72 | 35.24                           | 3.92             | \$ 39.16 |
| Pull-out service (bins)                      | 33.95                          | 3.77             | \$ 37.72 | 35.24                           | 3.92             | \$ 39.16 |
| Extra pick-up on non-service day (barrels)   | 20.39                          | 2.27             | \$ 22.66 | 21.17                           | 2.35             | \$ 23.52 |
| Extra pick-up on service day (trash barrels) |                                |                  |          | 7.12                            | 0.79             | \$ 7.91  |
| Extra pick-up (bins)                         | 40.81                          | 4.53             | \$ 45.34 | 42.36                           | 4.71             | \$ 47.07 |
| Recycling contamination fee Bins             | 39.77                          | 4.42             | \$ 44.19 | 41.29                           | 4.59             | \$ 45.88 |
| Recycling contamination fee Barrels          |                                |                  |          | 31.29                           | 3.48             | \$ 34.77 |

Helendale CSD  
 Rate Components  
 Green Waste R/O Drop off Program

| Service                                    | Current Components - July 2018 |          |           | Proposed Components - July 2019 |          |           |
|--|--------------------------------|----------|-----------|---------------------------------|----------|-----------|
|  | CPI<br>2.79%                   | Disposal | Total     | CPI<br>3.81%                    | Disposal | Total     |
|  | Per<br>Box                     |          |           | Per<br>Box                      |          |           |
| Green Waste R/O drop off program (2 boxes) | 250.99                         | Actual   | \$ 250.99 | 260.55                          | Actual   | \$ 260.55 |

## NOTICE OF PUBLIC HEARING

### HELENDALE COMMUNITY SERVICES DISTRICT REFUSE COLLECTION SERVICE CHARGES

Article XIID of the California Constitution requires the Helendale Community Services District (HCSD) to send notification of a proposed rate increase to all owners and tenants of real property within HCSD's service area who would be directly liable to pay for refuse collection services to the property at least 45 days prior to a public hearing at which adoption of the proposed rate increases will be considered. In accordance with those requirements, please be advised that HCSD is proposing an increase in its refuse collection service charges. This Notice identifies the amount of the proposed rate increases; the basis upon which the proposed increases were calculated; the reason for the proposed rate increases; the date, time, and location of a public hearing on the proposed rate increases; and the manner in which all persons opposed to the proposed increases may object and/or file a written protest thereto. Consequently, please be advised that this document shall serve as formal notification to you that HCSD's Board of Directors will hold a Public Meeting on May 16, 2019 and a Public Hearing on June 6, 2019, on the proposed rate increases described herein, at 6:30 p.m., in the HCSD Board Room located at 26540 Vista Road, Suite C, Helendale, California.

### INFORMATION ABOUT THE CHARGES

- A. Basis upon which the charges were calculated.** The HCSD Board of Directors has previously determined that the collection and disposal of refuse in its service area shall be performed by Burrtec Waste Industries, Inc. ("Burrtec"), under the terms of an exclusive franchise agreement. The monthly residential curbside collection charge is comprised of five components: (1) an amount for the administration and operation of automated curbside refuse collection service, which includes the provision of collection carts - a 95 gallon refuse cart and up to two 65-gallon recycling carts - with weekly pick-up service; (2) the cost of recycling; (3) an amount to compensate HCSD for its administrative costs in connection with billing, customer service and noticing requirements; (4) an amount to compensate HCSD for franchise service provision as assumed from the County of San Bernardino; and (5) the cost of residential disposal at the landfill. Typically, residential disposal costs are paid out of a disposal fee listed on the property tax bill. If this fee is not paid on the tax bill then the disposal costs are added to the monthly bill for those accounts receiving curbside service. The commercial charge is comprised of three components: (1) An amount for the administration and operation of commercial bin refuse and recycling collection service; (2) the tipping/disposal fee; and (3) an amount to compensate HCSD for franchise service provision as assumed from the County of San Bernardino.
- B. Reason for the proposed increases.** The proposed increase per month represents a rate adjustment of 3.81 percent based on the annual twelve-month mean average change in the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles-Riverside-San Bernardino-Orange Counties as published by the United States Department of Labor, Bureau of Labor Statistics, for the previous calendar year; an increase in the Administration fee and franchise fee to reflect the CPI increase; a reimbursement for noticing requirements; and a slight decrease in the cost of recycling.
- C. Charge per parcel.** HCSD proposes to adopt rate increases for residential and commercial refuse collection services charges as described in Exhibit A on the reverse side of this Notice. If you need assistance determining the charge for your property or parcel for residential service, you may contact HCSD by calling (760) 951-0006, by mail to PO BOX 359, Helendale, CA 92342, or in person at 26540 Vista Road, Suite B, Helendale, California. For questions about commercial refuse service you may contact Burrtec by calling (760) 245-8607.
- D. Written report.** A written report has been prepared and filed with HCSD's General Manager regarding the proposed new commercial and residential refuse collection service charges. As required by California Government Code Section 66016, the written report also provides data indicating the amount of cost, or estimated cost, to provide refuse collection service and the revenue sources anticipated to provide the service. A copy of the written report is available at HCSD's offices located at 26540 Vista Road, Suite B, Helendale, California.

### HOW TO PARTICIPATE

If you have any questions or comments about the proposed rates or wish to protest you may:

**Write** – Written protests may be mailed to the Helendale Community Services District, Attention: Clerk of the Board, P.O. Box 359, Helendale, CA 92342; or hand delivered to the administration office at 26540 Vista Road, Suite B, Helendale, California. Written protests must specify the rate or charge being protested and must include: Your name, parcel number and/or service address, and your signature. E-mailed protests will not be accepted.

**Attend the Public Hearing** – Written protests may also be submitted at the Public Hearing on June 6, 2019 at 6:30 p.m., in HCSD's Board Room located at 26540 Vista Road, Suite C, Helendale, California. All written protests must be received before the conclusion of the Public Hearing. You may address the Board; however, oral comments do not qualify as a formal protest unless accompanied by a written protest.

**Information available to you** – Copies of the written report, the proposed Resolution, HCSD's exclusive franchise agreement with Burrtec, and further details concerning the reasons for the proposed rate increases and the basis upon which they were calculated, are available for review at the HCSD office located at 26540 Vista Road, Suite B, Helendale, California.

**Public Hearing process** – At the time of the Public Hearing, the Board of Directors will hear and consider all protests and objections. After the Public Hearing, if a majority of the property owners and tenants of real property directly liable for paying refuse collection service bills for the affected parcels file written protests in opposition to the proposed rate increases, the increases will not be imposed. However, if a majority protest is not received, HCSD's Board of Directors may increase the refuse collection service rates in the manner described in this Notice. If adopted, the proposed rates would become effective July 1, 2019.

**EXHIBIT A**  
**HELENDALE CSD PROPOSED RATE INCREASE**

| Service Type  |      | Current Rate | Proposed Rate | Service Type                            |          | Current Rate | Proposed Rate |
|---|------|--------------|---------------|---|----------|--------------|---------------|
| <b><u>Residential Service</u></b>                         |      |              |               | <b><u>Commercial Trash Service</u></b>  |          |              |               |
| 95-gallon barrel w/paid disposal costs                    |      | \$ 20.64     | \$ 21.70      | Size                                    | Freq     |              |               |
| 95-gallon barrel w/o paid disposal costs                  |      | \$ 27.90     | \$ 28.96      | 1.5                                     | 1        | \$84.12      | \$87.75       |
| Extra 95-gallon trash barrel                              |      | \$ 7.62      | \$ 7.91       | 1.5                                     | 2        | \$159.57     | \$166.48      |
| 65/95-gallon recy. 1st extra                              |      | N/C          | N/C           | 1.5                                     | 3        | \$235.06     | \$245.28      |
| 65/95-gallon recy. extra                                  |      | \$ 1.50      | \$ 1.56       | 2                                       | 1        | \$109.24     | \$113.96      |
| Extra pick-up on non-service day (barrels)                |      | \$ 22.66     | \$ 23.52      | 2                                       | 2        | \$209.88     | \$219.00      |
| Extra pick-up on service day (barrels)                    |      |              | \$ 7.91       | 2                                       | 3        | \$310.52     | \$324.02      |
|   |      |              |               | 3                                       | 1        | \$150.97     | \$157.56      |
|   |      |              |               | 3                                       | 2        | \$301.88     | \$315.06      |
|   |      |              |               | 3                                       | 3        | \$452.89     | \$472.66      |
|   |      |              |               | 3                                       | 4        | \$603.83     | \$630.19      |
|   |      |              |               | 3                                       | 5        | \$754.76     | \$787.70      |
|   |      |              |               | 3                                       | 6        | \$905.72     | \$945.26      |
| <b><u>Commercial Barrel Service</u></b>                   |      |              |               | <b><u>Recycling Bin Service</u></b>     |          |              |               |
| 95-gallon barrel -1x                                      |      | \$ 17.21     | \$ 18.14      | 1.5                                     | 1        | \$70.91      | \$79.19       |
| 95-gallon barrel -2x                                      |      | \$ 43.70     | \$ 45.40      | 1.5                                     | 2        | \$141.79     | \$158.35      |
| 95-gallon barrel -3x                                      |      | \$ 64.49     | \$ 66.75      | 1.5                                     | 3        | \$212.68     | \$237.53      |
| Automated Recy 65g - 1x                                   |      | \$ 7.27      | \$ 7.80       | 2                                       | 1        | \$91.64      | \$102.56      |
|   |      |              |               | 2                                       | 2        | \$183.27     | \$205.13      |
|   |      |              |               | 2                                       | 3        | \$274.90     | \$307.67      |
|   |      |              |               | 3                                       | 1        | \$124.57     | \$140.46      |
|   |      |              |               | 3                                       | 2        | \$249.13     | \$280.92      |
|   |      |              |               | 3                                       | 3        | \$373.71     | \$421.39      |
|   |      |              |               | 3                                       | 4        | \$498.28     | \$561.85      |
|   |      |              |               | 3                                       | 5        | \$622.83     | \$702.29      |
|   |      |              |               | 3                                       | 6        | \$747.41     | \$842.76      |
| <b><u>Residential Bin Service</u></b>                     |      |              |               | <b><u>Temporary Bins</u></b>            |          |              |               |
| Size  | Freq |              |               | Temporary Bins                          |          | \$108.26     | \$112.38      |
| 1.5   | 1    | \$66.66      | \$69.20       | <b><u>Miscellaneous Bin Charges</u></b> |          |              |               |
| 1.5   | 2    | \$133.29     | \$138.37      | Locking container                       | \$ 7.62  | \$ 7.91      |               |
| 1.5   | 3    | \$199.93     | \$207.56      | Container steam clean                   | \$ 37.72 | \$ 39.16     |               |
| 2   | 1    | \$85.97      | \$89.24       | Pull-out service                        | \$ 37.72 | \$ 39.16     |               |
| 2   | 2    | \$171.93     | \$178.49      | Extra pick-up                           | \$ 45.34 | \$ 47.07     |               |
| 2   | 3    | \$257.89     | \$267.71      | Recy contamination bins                 | \$ 44.19 | \$ 45.88     |               |
| 3   | 1    | \$116.07     | \$120.49      | Recy contamination barrels              |          | \$ 34.77     |               |
| 3   | 2    | \$232.13     | \$240.98      | <b><u>Concrete Washout</u></b>          |          |              |               |
| 3   | 3    | \$348.21     | \$361.48      | Delivery                                | \$526.10 | \$546.14     |               |
| <b><u>Permanent (Trash) + Disposal/Processing</u></b>     |      |              |               | Pump                                    | \$387.66 | \$402.42     |               |
| 40 yard   |      | \$200.13     | \$210.81      | Pump Service                            | \$526.10 | \$546.14     |               |
| 20 yard   |      | \$200.13     | \$210.81      | Relocate                                | \$132.91 | \$137.98     |               |
| 10 yard   |      | \$200.13     | \$210.81      | Rental Fee (per day)                    | \$11.07  | \$11.49      |               |
| 40 yard compactor   |      | \$200.13     | \$210.81      |   |          |              |               |
| Dry Run /Relocate   |      | \$72.01      | \$74.76       |   |          |              |               |
| Rental Fee (per day)                                      |      | \$24.37      | \$25.30       |   |          |              |               |
| Disposal (per ton)  |      | \$59.94      | \$59.94       |   |          |              |               |
| <b><u>Temporary Roll-Offs (Trash)</u></b>                 |      |              |               |   |          |              |               |
| 40 yard   |      | \$559.77     | \$570.45      |   |          |              |               |
| 20 yard   |      | \$799.53     | \$810.21      |   |          |              |               |
| 10 yard   |      | \$799.53     | \$810.21      |   |          |              |               |
| Dry Run /Relocate   |      | \$72.01      | \$74.76       |   |          |              |               |
| Disposal (per ton)  |      | \$59.94      | \$59.94       |   |          |              |               |
| <b><u>Roll-Offs (Recycling) + Disposal/Processing</u></b> |      |              |               |   |          |              |               |
| 40 yard   |      | \$200.13     | \$207.76      |   |          |              |               |
| 20 yard   |      | \$200.13     | \$207.76      |   |          |              |               |
| 10 yard   |      | \$200.13     | \$207.76      |   |          |              |               |
| 40 yard compactor   |      | \$200.13     | \$207.76      |   |          |              |               |
| 40 yard g/w   |      | \$250.99     | \$260.56      |   |          |              |               |





# Helendale Community Services District

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Date: May 16, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #7  
Discussion and Possible Action Regarding Revisions to Tuition Reimbursement Policy

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**STAFF RECOMMENDATION:**

Approve modifications to the Tuition Reimbursement Policy.

**STAFF REPORT:**

The Tuition Reimbursement Policy was last reviewed in 2009 at which time the amount for the reimbursement was set at \$1000. Currently there are several employees who are interested in taking additional courses and are counting on the reimbursement to assist them in this process. Staff did an internet search of several other public agencies to gather information as to what the typical amount of tuition reimbursement currently is. Following is a chart that outlines those results.

|                               |          |          |
|-------------------------------|----------|----------|
| Mojave Water Agency           | \$       | 3,250.00 |
| City of Victorville           | \$       | 3,000.00 |
| City of Hesperia              | \$       | 3,000.00 |
| Town of Apple Valley          | \$       | 3,000.00 |
| Phelan Pinon Hills            | NO LIMIT |          |
| El Dorado Irrigation District | \$       | 3,000.00 |

It is to the benefit of the organization for employees to pursue additional education, particularly education that enhances current job skills and/or leads to a degree applicable to the District's operations. The General Manager recommends an increase in the tuition reimbursement amount for a total annual compensation of \$3000

This conversation is timely and if the Board concurs with the General Manager's recommendation an amount will be included in the FY 2020 budget.

**FISCAL IMPACT:** \$3000 for tuition reimbursement for each employee for qualified education.

**REQUESTED ACTION:** Consider changes in Tuition Reimbursement Policy

**ATTACHMENTS:** Tuition Reimbursement Policy

# HELENDALE COMMUNITY SERVICES DISTRICT

## Policy and Procedure for Tuition Reimbursement

### Section 1. Purpose

The purpose of this policy and related procedures is to formalize the Tuition Reimbursement for employees of the Helendale Community Services District who seek additional education to further their knowledge and professional education relevant to the powers of the District. This policy has been adopted by the Board of Directors and is administered by the General Manager.

### Section 2. Definitions

- A) **Tuition Reimbursement** – means repayment of a certain monetary sum relevant to pre-approved job-related educational expenses.
- B) **Board** – means the Board of Directors of the District.
- C) **Reimbursement** – means repayment of previously expended personal funds
- D) **District** – means the Helendale Community Services District.
- E) **Eligibility** – means that which qualifies an employee for tuition reimbursement
- F) **Relevancy** – means job related qualifications for tuition reimbursement

### Section 3. Applicability

This policy shall apply to all employees of the District who pursue educational opportunities directly related to his/her job duties and required by current employment. Determination of relevancy is at the sole discretion of the General Manager.

Minimum certification requirements are established for each job classification. Any certification level beyond that which is required by an employee's job classification, water system or wastewater system regulatory requirements will not be covered by this program.

### Section 4. Job Relevancy

Relevant education can include:

- Education such as continuing education units (CEU's) that are required to maintain professional, job-related certifications.
- Education that is required for an employee to meet the minimum requirements of his/her job within the timeframe specified to meet the terms of employment.
- Education that will lead to additional certifications appropriate within an employee's job Classification.

In all cases job relevancy is determined by the General Manager.

## **Section 5. Educational Seminars**

The District may pay for a refresher seminar for an employee prior to the certification examination. The seminar must meet specific requirements related to the examination and must have prior approval by the General Manager. A copy of the syllabus or seminar description must be provided prior to approval.

## **Section 6. Continuing Educational Requirements**

Several options are available for maintaining the appropriate number of CEU's on an annual basis. It is the employee's responsibility to maintain CEU's for certifications that are a required part of his/her job functions. The General Manager will evaluate the cost-effectiveness of various options presented by the employees and provide authorization based upon this parameter.

## **Section 7. Payment Schedule**

The District will reimburse eligible employees for 100% of tuition expenses paid to accredited schools, colleges and universities, or appropriate professional organizations, as set forth in this policy, if the employee satisfactorily completes course work with a grade of C or better. No reimbursement will be made for grades lower than a "C" grade. Fees and/or supplies are non-reimbursable expenses. The cost of text books, study guides or workbooks can be eligible for reimbursement, but becomes property of the District and kept in the District reference library. The employee may elect to keep the course text book, study guide or workbook, but will not be reimbursed for its cost. Any request for an exception to this payment schedule can be discussed with the General Manager. Reimbursements will be limited to no more than ~~\$1000~~ \$3000 in a calendar year.

The District will not reimburse employees for courses in which the employee can receive a grade of only "PASS" or "FAIL," unless no other grade option is available for the course.

## **Section 8. Eligibility**

To be eligible for the tuition reimbursement program under this policy an employee must:

- Submit form and receive approval prior to enrollment in class(es) for which the employee seeks reimbursement.
- Be a full-time employee
- Be on the payroll when the course is completed
- Employee must submit a report card and an employee expense form with appropriate receipts attached. (This can include a bursar's receipt or a copy of a cancelled check-front & back)

## **Section 9. Separation of employment**

If the reimbursement is approved and paid to the employee, and the employee

leaves the employment of the Helendale Community Services District prior to completing two years of CSD service after completing the job-related education or coursework, the employee will reimburse the CSD according to the following schedule:

| Job-related education/course completion date | Reimbursement |
|--|---------------|
| Within 9 months                              | 100%          |
| After 9 months, but before 18 months         | 50%           |
| After 18 months, but before 24 months        | 25%           |
| After 24 months                              | 0%            |

**Section 10. Scope of General Manager’s Authority**

The District’s General Manager shall have the authority to approve or deny payment of tuition for which the Tuition Reimbursement Policy was not followed.

**Section 11. Miscellaneous**

- A) **Supersedes Other Policies.** This tuition reimbursement policy and procedures supersedes any inconsistent prior policies adopted by the Board.



# Helendale Community Services District

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Date: May 16, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #8  
Discussion and Possible Action Regarding Award of Professional Services Agreement for Accounting Support Services for Fiscal Year 2020

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**STAFF RECOMMENDATION:**

Authorize Staff to enter into a Professional Services Agreement with Platinum Consulting

**STAFF REPORT:**

For many years Staff has had a positive relationship with Rogers Anderson Malody and Scott who originally provided auditing services and more recently accounting support services. In the last two budget conversations, the Board has expressed concern regarding the accounting services budget and last year the budget overruns. The purpose for the recommended change is due only to cost savings that would be realized.

Staff has met with a firm over a year ago and again recently that would be a competent replacement for the services currently provided by RAMS at a significant savings. Staff has called the firm's references and received excellent reviews. The firm includes a principal, CPA and four additional staff who provide support services for several small public agencies. The change in service providers will save the District approximately \$15,000 based upon the current hours. The savings comes from a reduced billable hourly rate.

Attached for the Board's review is information on the proposed firm including a description of clients, and staff experience. A draft professional services agreement (PSA) with scope of work is also attached. If this matter is approved by the Board, Staff will work with District's General Counsel and the consultant on finalizing the PSA.

Below is a outline of tasks and proposed hours for the represented scope of services requested by Staff. Staff anticipates the proposed accounting services will require approximately 400 hours at billable hours ranging from \$115 for a staff level accountant to \$175 for the owner/CPA. A staff member would be in the office one day per month with the balance of the support provided through a remote interface.

| TASK                                | HOURS |
|-------------------------------------|-------|
| Preparation of budget               | 100   |
| Monthly Closing Assistance          | 95    |
| Year End Close                      | 145   |
| District Training and other support | 50    |
| Miscellaneous consulting            | 10    |
|                                     | 400   |

**FISCAL IMPACT:** An amount not to exceed \$60,000.

**REQUESTED ACTION:** Authorize staff to enter into a PSA with Platinum Consulting

**ATTACHMENTS:** Draft Professional Services Agreement  
Scope of Work  
Firm information

**AGREEMENT FOR SERVICES  
BETWEEN  
HELENDALE COMMUNITY SERVICES DISTRICT  
AND  
PLATINUM CONSULTING**

THIS AGREEMENT is made this 16th day of May, 2019 (hereinafter referred to as the “Effective Date”), by and between the HELENDALE COMMUNITY SERVICES DISTRICT, a public agency organized and operating pursuant to California Government Code Section 61000 et seq. (hereinafter referred to as the “DISTRICT”), and Platinum Consulting, a \_\_\_\_\_ (hereinafter referred to as “CONSULTANT”). DISTRICT and CONSULTANT may individually be referred to as “Party” or collectively as “Parties” in this Agreement.

**RECITALS**

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide financial consulting services for the DISTRICT (hereinafter referred to as “Project”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services for the Project; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services for the Project, and that CONSULTANT is customarily engaged in an independently established trade, occupation, and/or business of the same nature as the work to be performed herein; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

**COVENANTS**

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

**ARTICLE I  
ENGAGEMENT OF CONSULTANT  
AND AUTHORIZATION TO PROCEED**

1.1 ENGAGEMENT: The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the Project services described in Section 2.1 of this Agreement for the term set forth in Section 5.1 of this Agreement.

1.2 **AUTHORIZATION TO PROCEED:** Authorization for CONSULTANT to proceed with all or a portion of the Project services described in Section 2.1 of this Agreement will be granted in writing by the DISTRICT as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said Project services until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 **NO EMPLOYEE RELATIONSHIP:** The Project services to be provided by CONSULTANT are outside the usual course of the DISTRICT's business. CONSULTANT shall perform the Project services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any agent or employee of CONSULTANT for work performed under this Agreement.

## **ARTICLE II SERVICES OF CONSULTANT**

2.1 **SCOPE OF SERVICES:** The Project services to be performed by the CONSULTANT under this Agreement are described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

2.2 **PREVAILING WAGES:** In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

2.3 **HOURS AND WORKING CONDITIONS:** The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor



Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit \$25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

### **ARTICLE III RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT**

3.1 **DUTIES OF THE DISTRICT:** The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 **REPRESENTATIVE OF DISTRICT:** The DISTRICT designates Kimberly Cox as the person to act as the DISTRICT's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the work, although such person will not control or direct CONSULTANT's work. In the event the DISTRICT wishes to make a change in the DISTRICT's representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 **DUTIES OF CONSULTANT:** CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

3.4 **APPROVAL OF WORK:** The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where

approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT's obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

#### **ARTICLE IV PAYMENTS TO CONSULTANT**

4.1 **PAYMENT:** During the Term of this Agreement, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the Scope of Work. The amounts set forth in the Scope of Work constitute the maximum compensation to which CONSULTANT may be entitled for the performance of services for the Project, unless this Agreement and/or the Scope of Work are changed in writing by the DISTRICT in advance of the services to be performed hereunder. Adjustments in the payment amount shall only be allowed pursuant to Section 6.4 of this Agreement.

4.2 **PAYMENT TO CONSULTANT:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and CONSULTANT's work product and services are provided and performed in compliance with the terms and conditions of this Agreement. CONSULTANT shall invoice DISTRICT monthly for services performed under this Agreement. In the event that a payment dispute arises between the Parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 **COST FOR REWORK:** CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

#### **ARTICLE V COMPLETION SCHEDULE**

5.1 **TERM:** The Term of this Agreement shall begin on the Effective Date, and shall continue until June 30, 2020, unless this Agreement is earlier terminated pursuant to the provisions of Section 6.7 below. Notwithstanding the above, the provisions of Sections 1.3, 2.2, 2.3, 3.3 and 3.4 and Articles IV, V, and VI herein shall survive the expiration and/or termination of this Agreement.

5.2 **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner. Time is of the essence in this Agreement.

**ARTICLE VI  
GENERAL PROVISIONS**

6.1 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 **SUBCONTRACTORS AND OUTSIDE CONSULTANTS:** No subcontract shall be awarded by CONSULTANT unless prior written approval thereof is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's subcontractors and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 **INSURANCE:** CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
  - (1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT's insurance.

- (2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers' Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
  - (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
  - (4) Waiver of Subrogation: The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.
  - (5) Claim Reporting: CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.
  - (6) Deductible/Retention: If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
  - (7) Sub-Contractors: CONSULTANT shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.
- (c) Insurance Company Requirements: CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.

- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT's obligations as imposed by federal and state law having jurisdiction over CONSULTANT's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.
  - (2) General Liability: CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
  - (3) Automobile Liability: CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
  - (4) Professional Liability: CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.
  - (5) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONSULTANT under this Agreement.

6.4 **CHANGES**: If the DISTRICT requests a change in the Scope of Work, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 **NOTICES**: All notices to either Party by the other shall be made in writing and delivered or mailed to such Party at their respective addresses as follows, or to other such address

as either Party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT: Helendale Community Services District  
26540 Vista Road, Suite B  
P.O. Box 359  
Helendale, CA 92342  
Attn: General Manager

To CONSULTANT: Platinum Consulting  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: Cindy Byerrum

6.6 CONSULTANT'S ASSIGNED PERSONNEL: CONSULTANT designates \_\_\_\_\_ to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:

- (a) The DISTRICT may terminate this Agreement or abandon any portion of the Project, with or without cause, upon written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.
- (b) In the event of termination of this Agreement, or abandonment of any portion of the Project by the DISTRICT, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS' FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in

relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

- (a) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONSULTANT; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONSULTANT, any of CONSULTANT's subcontractors or DISTRICT, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.
- (b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses,

damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.

- (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to California Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with California Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE:

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
  - (1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
  - (2) Utilize the Software for its internal data-processing purposes; and



- (3) Copy the Software and distribute as desired to exercise the rights granted herein.
- (b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."
- (c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT's written consent.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

6.14 ASSIGNMENT: Neither Party shall assign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. In the event of a conflict between the provisions of this Agreement and the Scope of Work, the provisions of this Agreement shall control. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with jurisdiction in the County of San Bernardino, State of California.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT'S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

DISTRICT

By: \_\_\_\_\_  
[Name, Title]  
[Name of Entity]

By: \_\_\_\_\_  
President, Board of Directors  
Helendale Community Services District

## EXHIBIT A

### SCOPE OF WORK

- Monthly financial statements preparation.
- Year-end closing of the District's accounting books and records in accordance with Generally Accepted Accounting Principles.
- Preparation of all year-end and/or interim schedules that may be required by the District's independent auditors.
- Presence at the District's offices while the District's independent auditors are performing on-site year-end and interim field work.
- Monthly reconciliation of all District banking and investment accounts. Reconcile all modules (Miscellaneous AR, Fixed Assets, AP, Utility Billing, and Project Module) to the General Ledger on a monthly basis.
- Review Projects Modules to ensure the district is capitalizing assets correctly.
- Periodic review of the District's internal accounting/financial control structure.
- Assistance with the annual budget, and budget updates.
- Assistance with rate evaluations and studies and fee studies as needed.
- Evaluation of accounting structure and recommend improvements.

Other Services offered as needed:

1. Prepare Auditor and Banking RFPs as needed; assist with evaluating proposals and final selection.
2. Review of PERS reporting for classic and PEPRAs employees to ensure accuracy.
3. Review of W-2s, employee fringe benefit taxation, payroll set up to ensure accuracy.
4. Review payroll quarterly and annual reports.
5. Prepare annual California Sales and Use Tax return.
6. Review of 1099s and W-9 process to ensure accuracy.
7. Implementation of best practices based on our experience with other governments.
8. Train staff as needed.



## **Platinum Consulting Group Qualifications**

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**Prepared for: Helendale Community Services District**

**Cindy Byerrum, CPA**  
**909-204-8858**  
**[cindy@pcgclient.com](mailto:cindy@pcgclient.com)**

Submitted 4.11.19

## Company Background

*Platinum Consulting Group (PCG)* was founded by Cindy Byerrum as an alternative to large corporate type CPA firms that try to “specialize” in everything. After working at Ernst & Young and another regional CPA firm, Cindy wanted to start a boutique accounting and consulting firm with a more personalized and specialized focus in the government and non-profit sector that provides exceptional customer service at a reasonable price.

Unlike most CPA firms, PCG does not perform audits or reviews, prepare individual or corporate taxes, provide investment/insurance advice, or any other services commonly provided by CPA firms; instead we focus exclusively on providing contract accounting and External and Interim CFO/Finance Director services to our clients. Our specialty is serving as the Part-Time Finance Director or Project Consultant for smaller governmental organizations (primarily special districts) who do not need full-time high-level finance services but need periodic management support that a CPA and a firm with our experience can provide. We have also assisted multiple utilities with system conversions and rate studies.

To offer our services at a competitive rate, we keep our overhead low and our client list limited. We are very selective in whom we accept for clients, recognizing that as contract CPAs and consultants we need to be available and accessible to our clients on their timetable.

PCG staff serves multiple clients as part-time External CPA/CFO/Treasurer to multiple special districts throughout Southern California. Special districts served include water districts, sewer districts, resource conservation districts, fire protection districts, library districts, and LAFCOs.

Most work for our clients is performed remotely through email, VPN onto client’s servers, QuickBook’s Accountant’s copy. We also utilize Sharefile and Team Viewer to securely remote with our clients. We are in frequent phone and email contact with our clients, and we respond to questions or emails within the two hours at the most. It’s our job to be available when you need us. PCG staff also educate each other on our clients so that if our clients can’t reach one of us, they can call the other staff at the firm to get an answer.

### **Cindy Byerrum, MPA, CPA, Managing Principal**

The firm is led by Cindy Byerrum, who has a Bachelor’s Degree in Accounting, a Master’s Degree in Public Administration (MPA), and is a Certified Public Accountant (CPA). Cindy is an expert in non-profit and governmental finance and accounting and has been a leader in the finance profession for over 20 years.

Cindy’s past experience in the accounting and finance profession also includes:

- Financial Consultant to the Cities of San Bernardino, Avalon, Desert Hot Springs, and Glendora
- Extensive assistance to the City of Avalon’s Successor Agency and RDA dissolution.
- Interim Financial Director for the San Diego County Water District, Yorba Linda Water District, La Habra Heights Water District, Lake Arrowhead Community Services District, and Rosamond Community Services District

- Finance department assessments for many utilities and governments, including most recently La Puente Valley County Water District, Elsinore Valley Municipal Water District, Scotts Valley Water District, Running Springs Water District, and the City of Avalon
- Chief Financial Officer for Three Valleys Municipal Water District and Six Basins Watermaster
- Project consultant to various governments such as the Jurupa Community Services District, Coachella Valley Water District, San Bernardino Valley Resource Conservation District, Walnut Valley Water District, Rancho California Water District, Chino Basin Watermaster, Goleta Sanitary District, American Water Works Association, and California Domestic Water Company
- Senior auditor for Ernst & Young (client focus was governmental and non-profit organizations); Supervisor at Vicenti, Lloyd & Stutzman (clients included various non-profit and governmental agencies)

Cindy has audited over 50 governmental and non-profit entities including cities, counties, schools, special districts and various non-profit organizations, where she has performed financial audits, single audits, and special compliance audits.

Cindy has also been a full-time tenured faculty member and department chair at Chaffey College, a Becker CPA Review instructor, and a professor of governmental and non-profit accounting professor at Cal State Fullerton, Cal Poly Pomona, and Cal State San Bernardino.

#### Certifications, Accreditations and Memberships

- Certified Public Accountant (CPA), #77918
- Certified QuickBooks ProAdvisor since 2007
- Co-Founder of the Utility Finance Officer's Group of Orange County
- Frequent presenter at the semi-annual AWWA and ACWA conference
- Speaker for various organizations such as the AGA, IAAP, IMA
- Member of the California State Municipal Finance Officers Association (CSMFO)

## **OTHER PLATINUM CONSULTING GROUP STAFF**

### ***Ian Berg, BS***

Ian Berg has been with Platinum Consulting since 2015. Ian supervises the accounting and reconciliation schedules on all the main governmental clients, prepares financial statements, audit preparation and coordination, financial statement and board package completion, monthly banking and account reconciliations, and budget preparation. Ian has also performed all accounting functions including accounts payable, accounts receivable, grant compliance and billing, fixed asset maintenance, and vendor management.

### ***Cheryl Jubrey, BS***

Cheryl has been with Platinum Consulting Group since 2010. Cheryl has a Bachelor's degree in Business with extensive coursework in accounting and finance. Cheryl has over 30 years of experience in the profession, serving a wide variety of non-profit and governmental clients. Her expertise is in management and training of accounting staff, systems conversions and

implementation (New World, PeopleSoft, Great Plains, Caselle, Tyler Incode), accounting clean up and catch up, reconciliations, audit preparation, and other complex accounting issues.

### ***Scott Nelsen, BS***

Scott has been with Platinum Consulting Group since early 2018 and comes to PCG with years of experience in auditing and accounting. Scott prepares the accounting and reconciliation schedules on all the main governmental clients, prepares financial statements, audit preparation and coordination, financial statement and board package completion, monthly banking and account reconciliations, and budget preparation. Scott has also performed all accounting functions including accounts payable, accounts receivable, payroll, grant compliance and billing, fixed asset maintenance, and vendor management.

## **SAMPLE SERVICES PROVIDED**

### ***Transitional Services***

We have helped several clients transition from fiscal conservatorship to fiscal self service, which involves setting up banking relationships, cash management, internal controls, accounting policies, accounting records, and payroll services. We have also helped several agencies clean up their accounting records and then prepare for successful audits. We are often hired by organizations that are small and do not have professional staff to manage their finances and accounting. They often have no internal controls in place, and no financial policies or guidelines. PCG sets up the accounting, financial processes, and internal control system, and then develops monthly and quarterly accounting and reporting that is tailored to management and governing board needs.

### ***Fully Outsourced Accounting***

At some of our clients there is no other administrative staff - we complete all of the accounting functions, including accounts payable, receivable, cash management and long-range financial planning, payroll, human resources, audit and budget preparation, and governing board reporting. To ensure proper internal controls for these clients, Platinum Consulting Group staff prepare bank reconciliations and Cindy reviews and approves all bank and investment account reconciliations.

### ***Partial Service Accounting/Contract CPA***

Many of our clients have their own accounts payable and cash receipting staff, and we provide the other accounting and finance services required to prepare the regular accounting. We serve as the primary liaison to the auditors for our all of our clients, and we prepare monthly financial statements, budget updates, and reconciliations and financial statements/board packages for all of our External CFO clients.

We are well versed in the governing board package process and provide timely and accurate reports for management and the governing board. Platinum Consulting Group also prepares and files the federal and state tax returns, 1099s, State Controller's Reports, and other regulatory filings for all clients as needed. We regularly attend finance and board meetings as needed.

### ***Payroll Set Up***

We have set up and maintained payroll systems for several clients. Most clients utilize a contract payroll provider and we work with them to ensure payroll is processed properly and is correct.

Cindy has also successfully navigated through two IRS employment taxation audits and conducts regularly training for clients on the various rules in federal and state employment taxation.

**SERVICES NOT PROVIDED**

Please note that Platinum Consulting Group staff will not be auditing the District’s accounting records or any documents. We will do our best to ensure the information is accurate, however, we are not auditors. We cannot be relied upon to detect fraud or errors; however, if we become aware of any we will immediately notify management.

**FEES FOR OUR SERVICES**

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Our billing is based on a time and materials basis and is billed on a monthly basis. We charge for travel expenses at the IRS mileage. We charge for travel time in excess of one hour each way.

*Our hourly rates for anticipated team members on this engagement are as follows:*

|                    |                |
|--------------------|----------------|
| Cindy Byerrum, CPA | \$175 per hour |
| Cheryl Jubrey      | \$125 per hour |
| Ian Berg           | \$115 per hour |
| Scott Nelsen       | \$115 per hour |

*Note, in most cases with new clients the first year of expenses are higher than usual as we get to know the agency and set up the most efficient processes, and train staff. In nearly every case, we are able to significantly reduce costs in the second year and late years. We strive to provide the most effective service at the least amount of cost to the agency.*



## References

### **Chino Basin Water Conservation District : April 2013 - present**

Platinum Consulting Group provides a wide range of services to the District, such as:

1. Quarterly accounting review and adjustments as needed
2. Quarterly preparation of the Board/Treasurer Investment report
3. Preparation of annual budget and a rolling 20 years of financial projections
4. Preparation of audit work papers
5. Prepared and coordinated the transition from Wells Fargo payroll to Paychex payroll
6. Defended the District with detailed financial analysis to fend off a hostile takeover from a larger special district
7. On call for accounting questions and payroll assistance

#### ***Vivian Castro***

Executive Director

Chino Basin Water Conservation District

4594 San Bernardino Street

Montclair, CA 91763

213.713.6361 (cell)

[vcastro@cbwcd.org](mailto:vcastro@cbwcd.org)

### **Trabuco Canyon Water District : July 2010 - present**

Platinum Consulting Group has provided project services to Trabuco Canyon Water District including services such as:

1. Serving as District Treasurer
2. Monthly financial package preparation and reconciliations
3. Preparation of annual budget and financial projections
4. Preparation of audit work papers
5. Preparation of water and sewer rate study's and 218 process
6. Assistance with Financial and Utility Billing system implementation to Tyler Incode from Great Plains and UBS
7. Manage the Single audit process
8. On call for accounting questions and payroll assistance

#### ***Michael Perea***

Acting General Manager

Trabuco Canyon Water District

32003 Dove Canyon Drive

Trabuco Canyon, CA 92679

949.858.0277, ext 121

[MPerea@tcwd.ca.gov](mailto:MPerea@tcwd.ca.gov)

**29 Palms Water District : January 2012 - present**

Platinum Consulting Group has provided extern Finance Director such as:

1. Attendance at Board meetings
2. Monthly financial package preparation and reconciliations
3. Preparation of annual budget and financial projections
4. Preparation of audit work papers
5. Preparation of water and rate study's and 218 process
6. Financial and Utility Billing system implementation from Datastream to Springbrook/Accela
7. Assistance with grant applications and SRF applications
8. On call for accounting questions and payroll assistance

***Ray Kolisz***

General Manager  
Twentynine Palms Water District  
72401 Hatch Road  
Twentynine Palms, CA 92277  
760.367.7546  
[rkolisz@29palmswater.org](mailto:rkolisz@29palmswater.org)

**LA LOCAL AGENCY FORMATION COMMITTEE (LAFCO) : April 2014 - present**

Platinum Consulting Group has providing contract accounting services, such as:

1. Process all AP, Journal Entries every two weeks.
2. Assist with the preparation of annual budget and financial projections
3. Work with County on implementing GASB 75 between the County and LAFCO
4. Prepare all audit workpapers
5. On call for accounting questions and payroll assistance

***Paul Novak***

Executive Director  
LA LAFCO  
80 South Lake Ave #870  
Pasadena, CA 91101  
626.204.6500  
[pnovak@lalafco.org](mailto:pnovak@lalafco.org)

## **Insurance**

### **INSURANCE**

*Platinum Consulting Group (PCG) provides and maintains at all times during the performance of this Agreement the following insurance: (1) Commercial General Liability (“CGL”) insurance; (2) Automobile Liability insurance; (3) Workers’ Compensation and Employer’s Liability insurance; and (4) Errors and Omissions (“E&O”) liability insurance.*

#### **Commercial General Liability**

*Our policy identifies Covered Parties as additional insured, or are endorsed to identify Covered Parties as additional insured. Coverage for additional insured is not limited to vicarious liability. Each policy has liability coverage limits of at least \$2,000,000 per occurrence for bodily injury, personal injury and property damage, and either at least (a) \$4,000,000 aggregate total bodily injury, personal injury and property damage applied separately to the Project/Client; or at least (b) \$5,000,000 general aggregate limit for all operations. PCG insurance and endorsements are kept in force at all times during the performance of this Agreement and all coverage required herein is maintained after the term of this Agreement so long as such coverage is reasonably available.*

#### **Automobile Liability**

*PCG maintains Automobile Liability coverage for “any auto” and with limits of at least \$1,000,000 for bodily injury and property damage, each accident, including owned, non-owned and hired autos, or the exact equivalent. Automobile Liability insurance and endorsements are kept in force at all times during the performance of this Agreement and all coverage is maintained after the term of this Agreement so long as such coverage is reasonably available.*

#### **Workers’ Compensation/Employer’s Liability**

*PCG covers or insures the existence of coverage under the applicable laws relating to Workers’ Compensation insurance, all employees employed directly by us or through subconsultants at all times in carrying out the Work contemplated under this Agreement, in accordance with the “Workers’ Compensation and Insurance Act” of the California Labor Code and any amendatory Acts. PCG provides Employer’s Liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.*

#### **Errors and Omissions**

*PCG’s E&O policy has limits of at least \$1,000,000 per claim and \$2,000,000 aggregate. E&O insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.*



# Helendale Community Services District

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Date: May 16, 2019  
TO: Board of Directors  
FROM: Kimberly Cox, General Manager  
SUBJECT: Agenda item #9  
Discussion and Possible Action Regarding the Addition of a Full-Time Maintenance Worker I to the Organization Chart

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**STAFF RECOMMENDATION:**

Approve the addition of one full-time position.

**STAFF REPORT:**

The Park has taking a great deal of effort to maintain and with the addition of the two baseball fields, volleyball courts, an exercise circuit, an expanded playground and bathrooms the demands continue to grow. In addition, there is maintenance at the District's other facilities that has been neglected because staffing is lean. The current level of effort at the park by other district staff is unsustainable. There is room in the budget and staff collectively believes there is significant need to add one new Maintenance Worker I to the staff to assist with the growing demands. Water/Parks currently has a part-time MWI for 1000 that would be reduced to 600 hours to help accommodate this new full-time position. This would require additional funding for 1,680 plus benefits. The salary for the proposed position would be \$35,443 with the required benefits package of \$14,732 for a total consideration of \$51,175. A cost savings of \$7,272.58 will be realized by reducing the hours of the current part-time MWI reducing the total impact to the budget to \$43,902.

Based upon the draft FY2020 budget there is sufficient projected revenues in the Park fund from the Board's contribution of discretionary revenue to cover the addition of this position. The draft budget indicates that there will be \$341,885 surplus funds at the end of next fiscal year. This amount will be modified based upon any capital expenditures during the course of the year. If approved by the Board, Staff will modify the draft FY2020 budget to include this new position.

**FISCAL IMPACT:** \$43,902 to the Park Budget

**REQUESTED ACTION:** Approve the addition of a Maintenance Worker I to District's Table of Organization and authorize Staff to recruit for a full-time employee

**ATTACHMENTS:** Organization Chart with proposed modifications in red.

# Helendale Community Services District

