

Agenda

**Regular Meeting
of the Board of Directors of
Yuima Municipal Water District
Monday, February 28, 2022 2:00 P.M.
34928 Valley Center Road, Pauma Valley, California**

Roland Simpson, President
Don Broomell, Secretary / Treasurer
Bruce Knox, Director

Steve Wehr, Vice President
Laney Villalobos, Director

- 2:00 p.m.
1. **Roll Call** - Determination of Quorum Broomell
 2. **Pledge of Allegiance**
 3. **Approval of Agenda** – At its option, the Board may approve the agenda, delete an item, reorder items and add an item to the agenda per the provisions of Government Code §54954.2. Simpson
 4. **Public Comment** – This is an opportunity for members of the public to address the Board on matters of interest within the Board’s jurisdiction that are not listed on the agenda. The Brown Act does not allow any discussion by the Board or staff on matters raised during public comment except; 1) to briefly respond to statements made or questions posed; 2) ask questions for clarification; 3) receive and file the matter; 4) if it is within staff’s authority, refer it to them for a reply; or 5) direct that it be placed on a future board agenda for a report or action. Inquiries pertaining to an item on the agenda will be received during deliberation on that agenda item. No action can be taken unless specifically listed on the agenda (Government Code §54954.3) Simpson
- I. **CONSENT CALENDAR**
Consent Calendar items will be voted on together by a single motion unless separate action is requested by a Board Member, staff or audience member.
1. Approve minutes of the Regular Meeting of January 24, 2022.
 2. Approve of Accounts Paid and Payables for & Reporting under Government Code §53065.5 for January 2022.
 3. Acceptance of Monthly Financial Reports - January 2022, Treasurer’s Report and Cash Statements.
 4. Consider and Accept Staff Report on Yuima’s Identity Theft Prevention Program.
- Background:* District Staff is required by the Fair and Accurate Credit Transaction Act (FACTA) and Red Flag Rules to report to the Board, in a publicly noticed meeting, on material matters that occurred during the year related to the District’s Identity Theft Prevention Program.
- Recommendation:* Receive and accept Staff Report.

5. Annual Review and Report on the District's Fraud Policy.

Background: The Board adopted a Fraud Policy in 2008 that formalized the expectation of personal honesty and integrity required of District officials and employees. The policy sets out specific guidelines and responsibilities for appropriate actions that must be followed in the investigation of fraud and other similar irregularities. In 2011 the policy was updated to add contractors when working for the District and clarified some staff responsibilities.

Recommendation: Receive and accept Staff Report.

II. **ACTION DISCUSSION**

1. Authorize President to Execute Final Joint Powers Authority Agreement Subject to Recommended Revisions Made by the General Counsel. Jungreis

Background: Members of the Pauma Valley Groundwater Sustainability Agency have finalized the Joint Powers Authority agreement to operate the Groundwater Sustainability Agency and implement the Groundwater Sustainability Plan. Attached is the draft agreement for your review.

Recommendation: That, should the Board agree they authorize the President to sign the Joint Powers Authority Agreement.

2. Approve Purchase Order to Geoscience Support Services for Completion of 2022 GSP Annual Report in the amount of \$45,458. Reeh

Background: The Sustainable Groundwater Management Act requires that every Groundwater Basin that has submitted a Groundwater Sustainability Plan submit an Annual Report to the Department of Water Resources on April 1st of each year. In addition to preparing this report a Stakeholder Outreach meeting must be conducted to present the Annual Report to the basin Stakeholders.

Recommendation: That, should the Board agree they approve purchase order as presented.

3. Approve Revisions to the District's COVID-19 Prevention Plan Reeh

Background: In the every changing environment of the COVID-19 pandemic it is important that our COVID-19 prevention plan reflects the most up to date information. There have been some minor changes to that plan so that Management can implement procedures as mandates are received from the State. Additionally, SB114 was signed into law on February 9th and Staff is requesting the the Board give direction as to their desire to extend the new COVID supplemental leave to staff members, as the District is not required to do so because of the number of employees.

Recommendation: That the Board approve the changes to the COVID Prevention Plan and direct staff as to the possible supplemental leave.

III. **CLOSED SESSION**

1. Conference with Legal Counsel - Pending Litigation - 1 Case. Pursuant to Government Code Section 54956.9 Jungreis

IV. INFORMATION / REPORTS

- 1. Board Reports / Meetings**
ACWA / JPIA Reeh
San Diego County Water Authority/MWD Reeh
Other Meetings (SGMA/GSA) Simpson
- 2. Administrative** Reeh
General Information
- 3. Capital Improvements** Reeh
- 4. Operations** Quinn
General Information
Rainfall
Production / Consumption Report
Well Levels
District Water Purchased
- 5. Counsel** Jungreis
- 6. Finance & Administrative Services** Brewer
General Information
Delinquent Accounts

3:30 - 3:35 P.M. **V. OTHER BUSINESS**

3:35 P.M. **VI. ADJOURNMENT**

NOTE: In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting, please contact the General Manager at (760) 742-3704 at least 48 hours before the meeting to enable the District to make reasonable accommodations. The meeting begins at 2:00 p.m. The time listed for individual agenda items is an estimate only. Any writings or documents provided to a majority of the members of the Yuima Municipal Water District Board of Directors regarding any item on this agenda will be made available for public inspection during normal business hours in the office of the General Manager located at 34928 Valley Center Road, Pauma Valley.

I.
CONSENT CALENDAR

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
YUIMA MUNICIPAL WATER DISTRICT
January 24, 2022**

The Regular Meeting of the Board of Directors of the Yuima Municipal Water District was held at the office of the district, 34928 Valley Center Road, Pauma Valley, California on Monday, the 24th day of January 2022.

**Regular Meeting
01/24/2022**

1. ROLL CALL – DETERMINATION OF QUORUM

President Simpson called the meeting to order at 2:05 p.m.

**Call to Order
2:05 p.m.**

Directors Present:

Present: 5

Roland Simpson, President
Steve Wehr, Vice-President
Don Broomell, Secretary/Treasurer
Laney Villalobos, Director
Bruce Knox, Director

President Simpson declared that a quorum of the Board was present.

Quorum Present

Directors Absent:

Absent: 0

Others Present:

**Others
Present**

Amy Reeh, General Manager, YMWD
Carmen Rodriguez, Administrative Assistant, YMWD
Mark Quinn, Operations Manager, YMWD
Lynette Brewer, Finance & Administrative Services Manager, YMWD
Jeremy Jungreis, Counsel, Rutan & Tucker, LLP (via videoconference)
Richard A. Teaman, CPA, Teaman, Ramirez & Smith (via videoconference)
Rick Gallo, CPA, Teaman, Ramirez & Smith (via videoconference)
Members of the Public (via videoconference)
Brian Villalobos, Geoscience Support Services (via videoconference)
Lauren Wicks, Geoscience Support Services (via videoconference)

2. PLEDGE OF ALLEGIANCE

General Manager Reeh led those present in the Pledge of Allegiance.

3. APPROVAL OF AGENDA

No changes to the agenda were proposed.

4. PUBLIC COMMENT

No speaker requests were received and no other indication to speak was offered by members of the public present.

I. SPECIAL REPORTS

1. Joint Powers Fire Report

CAL Fire was not present to give the Fire Report. The Fire Report was available in the Board Packet.

II. CONSENT CALENDAR

Upon motion being offered by Director Wehr, seconded by Director Villalobos the Minutes of the Special Meeting of December 13, 2021, Accounts Paid and Payables for November and December 2021, Monthly Financial Reports for November and December 2021, and the Presentation of ACWA/JPIA President's Special Awards for achieving low number of paid claims and case reserves in both the Property and Liability Programs were approved by the following roll-call vote, to wit:

AYES: Wehr, Villalobos, Knox, Broomell, Simpson
NOES: None
ABSTAIN: None
ABSENT: None

III. ACTION/DISCUSSION

1. Public Hearing to Receive Comments and Consider Adoption of the Proposed Schedule of Water Rates and Charges-IDA.

President Simpson called the hearing to order at 2:10 p.m. General Manager Reeh reported the Notice was duly noticed by publication in the Valley Center RoadRunner for forty-five (45) days prior to this hearing, a newspaper of general circulation as required by statute. General Manager Reeh gave a report on the Proposed Resolution to increase Water Rates and Charges. Secretary Broomell reported that one (1) written comment had been submitted prior to the hearing. There being no members of the public wishing to speak, President Simpson declared the hearing closed at 2:20 p.m.

1-A Resolution 1910-22 Adopting Increase in Water Rates and Charges and Amending the Rules and Regulations Governing Water Services (Schedule of Rates, Rentals, Fees, Deposits and Charges Section 16.1)

Following discussion and upon motion being offered by Director Villalobos seconded by Director Knox, *Resolution 1910-22 Adopting Increase in Water Rates and Charges and Amending the Rules and Regulations Governing Water Services (Schedule of Rates, Rentals, Fees, Deposits and Charges Section 16.1)* was approved and carried unanimously by the following roll-call vote, to wit:

AYES: Wehr, Villalobos, Knox, Broomell, Simpson
NOES: None
ABSTAIN: None
ABSENT: None

2. Consider Approval of the Yuima Municipal Water District Fiscal Year 2020-2021 Audited Financial Statements and 2020-2021 Annual Comprehensive Financial Report (ACFR).

Richard Teaman of Teaman, Ramirez & Smith reported to the Board the results of Yuima's Audit for FY 2020-2021 and reviewed the Districts ACFR. The auditors issued an unmodified opinion which is the highest level you can receive. This means there were no material deficiencies or misstatements in the financial statements. Upon motion being offered by Director Knox seconded by Director Broomell, *the 2020-2021 Audited Financial Statements and 2020-2021 Annual Comprehensive Financial Report* were approved; carried unanimously by the following roll-call vote, to wit:

AYES: Wehr, Villalobos, Knox, Broomell, Simpson
NOES: None
ABSTAIN: None
ABSENT: None

3. Approval of the Third Amendment to the Memorandum of Understanding for Developing a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin.

Following discussion and upon motion being offered by Director Broomell seconded by Director Wehr, *the Board Approved and Authorized the President to sign the Third Amendment to the Memorandum of Understanding for the Development of a Groundwater Sustainability Plan for the San Luis Rey Groundwater Basin subject to recommended revisions made by the General Manager and General Counsel* was approved by the following roll-call vote, to wit:

AYES: Wehr, Villalobos, Knox, Broomell, Simpson
NOES: None
ABSTAIN: None
ABSENT: None

4. Public Hearing to Receive Comments and Consider Adoption of the Groundwater Sustainability Plan.

President Simpson called the hearing to order at 2:48 p.m. General Manager Reeh reported the Notice was duly noticed by publication in the Valley Center RoadRunner for two (2) weeks prior to this hearing, a newspaper of general circulation. Geoscience Support Services gave a presentation on the Final Groundwater Sustainability Plan and changes made to the Draft Plan for the Upper San Luis Rey Valley Subbasin. There being no members of the public wishing to speak, President Simpson declared the hearing closed at 3:17 p.m.

4-A. Resolution 1911-22 Approving the Groundwater Sustainability Plan for the Pauma Valley Subbasin of the Upper San Luis Rey Valley Groundwater Basin.

Upon motion being offered by Director Wehr seconded by Director Villalobos, *Resolution 1911-22 Approving the Groundwater Sustainability Plan for the Upper San Luis Rey Valley Groundwater Basin* was approved and carried unanimously by the following roll-call vote, to wit:

AYES: Wehr, Villalobos, Knox, Broomell, Simpson
NOES: None
ABSTAIN: None
ABSENT: None

5. Certificate of Compliance by Yuima MWD as Successor in Interest to Palomar Mutual Water Company Calendar Year 2021 (Strub).

Following discussion and upon motion being offered by Director Broomell seconded by Director Wehr, *the Board authorized the President and Secretary to execute the accompanying Certificate of Compliance* was approved by the following roll-call vote, to wit:

AYES: Wehr, Villalobos, Knox, Broomell, Simpson
NOES: None
ABSTAIN: None
ABSENT: None

III. INFORMATION/REPORTS

These reports have been made available in the Board packet, however, in an effort to adhere to Health Agency directive and limit time spent in the presence of others these reports will not be verbally reviewed. Specific questions will be addressed if necessary.

1. Board Reports/Meeting

No Reports were Available.

2. Administrative

No Reports were Available.

3. Capital Improvement Program

The Capital Improvement Report was available in the Board packet.

4. Operations

No Reports were Available.

5. Counsel

Counsel had nothing new to report.

6. Finance & Administrative Services

Reports were available in the Board packet.

V. OTHER BUSINESS

No other business was presented.

VI. ADJOURNMENT

There being no further business to come before the Board the meeting was adjourned at 3:42 p.m.

Don Broomell, Secretary/Treasurer

Roland Simpson, President



Yuima Municipal Water District

Bank Transaction Report

Transaction Detail

Issued Date Range: 01/01/2022 - 01/31/2022

| Issued Date | Number | Description | Type | Amount |
|-------------|----------------------------|--|----------------|------------|
| 01/05/2022 | 70810 | A-1 IRRIGATION, INC. | Check | -146.60 |
| 01/05/2022 | 70811 | AL STEINBAUM'S JANITORIAL | Check | -210.00 |
| 01/05/2022 | 70812 | CALIFORNIA RURAL WATER ASSOCIATION | Check | -465.00 |
| 01/05/2022 | 70813 | CITY NATIONAL BANK | Check | -96221.48 |
| 01/05/2022 | 70814 | DENISE M. LANDSTEDT | Check | -2488.00 |
| 01/05/2022 | 70815 | Duthie Electric Service Corporation Reversal | Check Reversal | 752.50 |
| 01/05/2022 | 70815 | Duthie Electric Service Corporation | Check | -752.50 |
| 01/05/2022 | 70816 | EDCO Waste and Recycling Services, Inc. | Check | -192.34 |
| 01/05/2022 | 70817 | Geoscience Support Services | Check | -34111.00 |
| 01/05/2022 | 70818 | OFFICE DEPOT | Check | -163.92 |
| 01/05/2022 | 70819 | PRUDENTIAL OVERALL SUPPLY | Check | -242.78 |
| 01/05/2022 | 70820 | SAN DIEGO COUNTY WATER AUTHORITY | Check | -646545.25 |
| 01/05/2022 | 70821 | SDG&E | Check | -142823.48 |
| 01/05/2022 | 70822 | UNDERGROUND SERV. ALERT | Check | -11.65 |
| 01/05/2022 | 70823 | VERIZON WIRELESS | Check | -93.12 |
| 01/05/2022 | 70824 | WATERLINE TECHNOLOGIES | Check | -199.00 |
| 01/05/2022 | 70825 | XEROX FINANCIAL SERVICES LLC | Check | -455.47 |
| 01/05/2022 | DFT0001167 | CALIF BANK & TRUST VISA | Bank Draft | -2740.87 |
| 01/05/2022 | DFT0001168 | CalPERS Financial Reporting & | Bank Draft | -14511.12 |
| 01/05/2022 | DFT0001169 | BBVA USA | Bank Draft | -173773.50 |
| 01/11/2022 | 70826 | VALIC GA#24515 | Check | -300.00 |
| 01/11/2022 | DFT0001170 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -502.07 |
| 01/11/2022 | DFT0001171 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -564.54 |
| 01/11/2022 | DFT0001172 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -1651.79 |
| 01/11/2022 | DFT0001173 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -3148.73 |
| 01/11/2022 | DFT0001174 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -8.37 |
| 01/11/2022 | DFT0001175 | Employment Development Department | Bank Draft | -1352.55 |
| 01/11/2022 | DFT0001176 | Employment Development Department | Bank Draft | -337.89 |
| 01/11/2022 | DFT0001177 | EFTPS - Federal Payroll Tax | Bank Draft | -4525.56 |
| 01/11/2022 | EFT0000025 | Payroll EFT | EFT | -22200.86 |
| 01/13/2022 | 70827 | ACWA | Check | -15180.00 |
| 01/13/2022 | 70828 | ACWA JPIA | Check | -16719.63 |
| 01/13/2022 | 70829 | ACWA/JPIA | Check | -3667.11 |
| 01/13/2022 | 70830 | AFLAC | Check | -128.77 |
| 01/13/2022 | 70831 | BARTEL & ASSOCIATES LLC | Check | -1015.00 |
| 01/13/2022 | 70832 | CALIF BANK & TRUST VISA Reversal | Check Reversal | 3326.98 |
| 01/13/2022 | 70832 | CALIF BANK & TRUST VISA | Check | -3326.98 |
| 01/13/2022 | 70833 | CONTROLLED ENVIRONMENTS LLC | Check | -663.00 |
| 01/13/2022 | 70834 | COUNTY OF SAN DIEGO - DEH | Check | -1425.00 |
| 01/13/2022 | 70835 | Duthie Electric Service Corporation | Check | -752.50 |
| 01/13/2022 | 70836 | Eurofins Eaton Analytical, LLC | Check | -105.00 |
| 01/13/2022 | 70837 | Pauma Band Of Mission Indians | Check | -670.32 |
| 01/13/2022 | 70838 | USA BLUE BOOK | Check | -4671.78 |
| 01/13/2022 | 70839 | WATERLINE TECHNOLOGIES | Check | -337.50 |
| 01/13/2022 | DFT0001178 | CALIF BANK & TRUST VISA | Bank Draft | -3326.98 |
| 01/25/2022 | 70840 | VALIC GA#24515 | Check | -300.00 |
| 01/25/2022 | DFT0001179 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -506.80 |
| 01/25/2022 | DFT0001180 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -569.86 |

| | | | | |
|---------------------|----------------------------|-----------------------------------|---------------------|--------------------|
| 01/25/2022 | DFT0001181 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -1654.29 |
| 01/25/2022 | DFT0001182 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -3153.49 |
| 01/25/2022 | DFT0001183 | CALPERS -FISCAL SERVICES DIV. | Bank Draft | -8.37 |
| 01/25/2022 | DFT0001184 | Employment Development Department | Bank Draft | -1309.32 |
| 01/25/2022 | DFT0001185 | Employment Development Department | Bank Draft | -327.44 |
| 01/25/2022 | DFT0001186 | EFTPS - Federal Payroll Tax | Bank Draft | -4419.16 |
| 01/25/2022 | EFT0000026 | Payroll EFT | EFT | -21518.84 |
| 01/26/2022 | 70841 | AMERICAN WATERWORKS ASSN | Check | -473.00 |
| 01/26/2022 | 70842 | AT & T MOBILITY | Check | -150.18 |
| 01/26/2022 | 70843 | AT&T | Check | -146.84 |
| 01/26/2022 | 70844 | CARQUEST | Check | -238.73 |
| 01/26/2022 | 70845 | EnviroMatrix Analytical, Inc. | Check | -365.00 |
| 01/26/2022 | 70846 | Eurofins Eaton Analytical, LLC | Check | -460.00 |
| 01/26/2022 | 70847 | Hydrocurrent Well Services | Check | -10169.93 |
| 01/26/2022 | 70848 | IMAGE SOURCE, INC. | Check | -267.78 |
| 01/26/2022 | 70849 | MATT MUNACO | Check | -90.00 |
| 01/26/2022 | 70850 | OFFICE DEPOT | Check | -10.00 |
| 01/26/2022 | 70851 | Rain for Rent | Check | -1483.20 |
| 01/26/2022 | 70852 | VALLEY CENTER EQUIPMENT RENTAL | Check | -404.53 |
| 01/26/2022 | 70853 | Void Check | Check | 0.00 |
| 01/26/2022 | 70854 | Void Check | Check | 0.00 |
| 01/26/2022 | 70855 | Void Check | Check | 0.00 |
| 01/26/2022 | 70857 | Verizon Connect | Check | -52.00 |
| 01/26/2022 | 70858 | WATERLINE TECHNOLOGIES | Check | -960.00 |
| 01/26/2022 | 70859 | XEROX FINANCIAL SERVICES LLC | Check | -455.47 |
| 01/26/2022 | 70860 | CDTFA | Check | -295.00 |
| 01/26/2022 | DFT0001187 | CALIF BANK & TRUST VISA | Bank Draft | -1355.21 |
| 01/26/2022 | DFT0001188 | CDTFA | Bank Draft | -294.50 |
| 01/26/2022 | DFT0001188 | CDTFA Reversal | Bank Draft Reversal | 294.50 |
| Report Total | | | | -1249793.97 |

**Government Code 53065.5 Reporting
FY 2020/21**

| # | | July | August | September | October | November | December | January | February | March | April | May | June | 2021/22 |
|--------------|---------|-----------------|------------------|------------------|------------------|-------------|------------------|-----------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| 1040 | Allen | | | | | | | | | | | | | \$ - |
| 900 | Mark | | | | | | | | | | | | | \$ - |
| 1349 | Matt | | | | | | 101.36 | 90.00 | | | | | | \$ 191.36 |
| 1772 | Amy | | | | | | 122.08 | | | | | | | \$ 122.08 |
| 1827 | Noel | | | 244.52 | | | | | | | | | | \$ 244.52 |
| 1858 | Lynette | | 131.41 | | | | | | | | | | | \$ 131.41 |
| 1854 | Carmen | 26.35 | 53.76 | 427.77 | 95.76 | | 64.96 | | | | | | | \$ 668.60 |
| 1946 | Breona | 17.70 | | 35.40 | 36.29 | | | | | | | | | \$ 89.39 |
| TOTAL | | \$ 44.05 | \$ 185.17 | \$ 707.69 | \$ 132.05 | \$ - | \$ 288.40 | \$ 90.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,447.36 |

California Government Code Section 53065.5

Each special district, as defined by subdivision (a) of Section 53036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred (\$100) for each individual charge for services or products received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

Government Code 53065.5 reporting
Breakdown available in the Finance Department

file-L-02-46.6



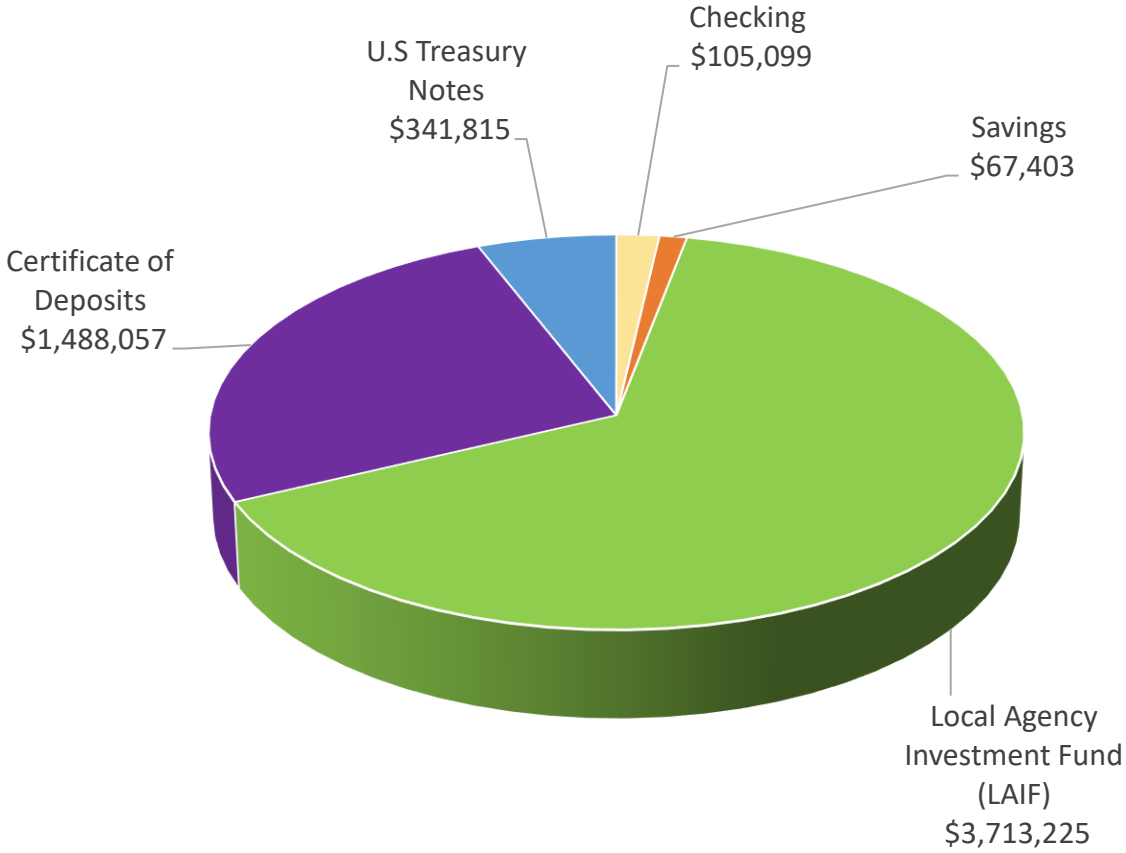
Pooled Cash Report

Yuima Municipal Water District
For the Period Ending 1/31/2022

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|---------------------------------|--|---------------------------|---------------------|---------------------------|--------------|
| CLAIM ON CASH | | | | | |
| 01-1001-000 | Claim on Cash - General Fund | 3,309,711.12 | (439,567.57) | 2,870,143.55 | |
| 02-1001-000 | Claim on Cash - IDA | 1,720,234.53 | (235,773.43) | 1,484,461.10 | |
| 10-1001-000 | Claim on Cash - Yuima General Dist | 1,030,402.44 | 18,897.08 | 1,049,299.52 | |
| 20-1001-000 | Claim on Cash - Improvement District Capital | 305,969.85 | 5,725.06 | 311,694.91 | |
| TOTAL CLAIM ON CASH | | <u>6,366,317.94</u> | <u>(650,718.86)</u> | <u>5,715,599.08</u> | |
| CASH IN BANK | | | | | |
| Cash in Bank | | | | | |
| 99-1000-000 | Petty Cash | 500.00 | 0.00 | 500.00 | |
| 99-1000-011 | General Checking - NEW | 234,759.65 | (130,160.93) | 104,598.72 | |
| 99-1100-015 | General Savings | 10,053.86 | 0.09 | 10,053.95 | |
| 99-1100-017 | Official Pay Account | 52,743.23 | 4,606.09 | 57,349.32 | |
| 99-1200-020 | LAIF State Treasury | 4,221,192.46 | (507,967.21) | 3,713,225.25 | |
| 99-1300-030 | UBS Money Market - Clearing | 201,932.16 | (200,099.88) | 1,832.28 | |
| 99-1300-035 | Higgins Capital Mgmt - Clearing | 174.58 | (174.52) | 0.06 | |
| 99-1400-040 | Texas Capital Bank-CUSIP 88224PLY3 | 99,950.00 | (163.00) | 99,787.00 | |
| 99-1400-046 | BMO Harris BK - 05600XCG3 | 98,060.00 | (1,182.00) | 96,878.00 | |
| 99-1400-051 | BMW Bank - 05580AH64 | 0.00 | 198,604.00 | 198,604.00 | |
| 99-1400-053 | Sallie Mae CUSIP 795451AN3 | 247,777.50 | (3,640.00) | 244,137.50 | |
| 99-1400-054 | State Bank of India - 856285VD0 | 245,620.00 | (2,985.00) | 242,635.00 | |
| 99-1400-058 | Morgan Stanley Bank-61690UUH1 | 255,675.00 | (1,920.00) | 253,755.00 | |
| 99-1400-062 | Flagstar Bank CUSIP 33847E4D6 | 98,640.00 | (729.00) | 97,911.00 | |
| 99-1400-068 | American Express Natl Bank-02589AB50 | 253,180.00 | (662.50) | 252,517.50 | |
| 99-1450-061 | FHLB Bond CUSIP 3130AJZ36 | 98,247.00 | (1,625.00) | 96,622.00 | |
| 99-1450-068 | FHLB Step-Up CUSIP 3130AMAW2 | 247,812.50 | (2,620.00) | 245,192.50 | |
| TOTAL: Cash in Bank | | <u>6,366,317.94</u> | <u>(650,718.86)</u> | <u>5,715,599.08</u> | |
| TOTAL CASH IN BANK | | <u>6,366,317.94</u> | <u>(650,718.86)</u> | <u>5,715,599.08</u> | |
| DUE TO OTHER FUNDS | | | | | |
| 99-2601-000 | Due to Other Funds | 6,366,317.94 | (650,718.86) | 5,715,599.08 | |
| TOTAL DUE TO OTHER FUNDS | | <u>6,366,317.94</u> | <u>(650,718.86)</u> | <u>5,715,599.08</u> | |
| Claim on Cash | 5,715,599.08 | Claim on Cash | 5,715,599.08 | Cash in Bank | 5,715,599.08 |
| Cash in Bank | 5,715,599.08 | Due To Other Funds | 5,715,599.08 | Due To Other Funds | 5,715,599.08 |
| Difference | <u>0.00</u> | Difference | <u>0.00</u> | Difference | <u>0.00</u> |

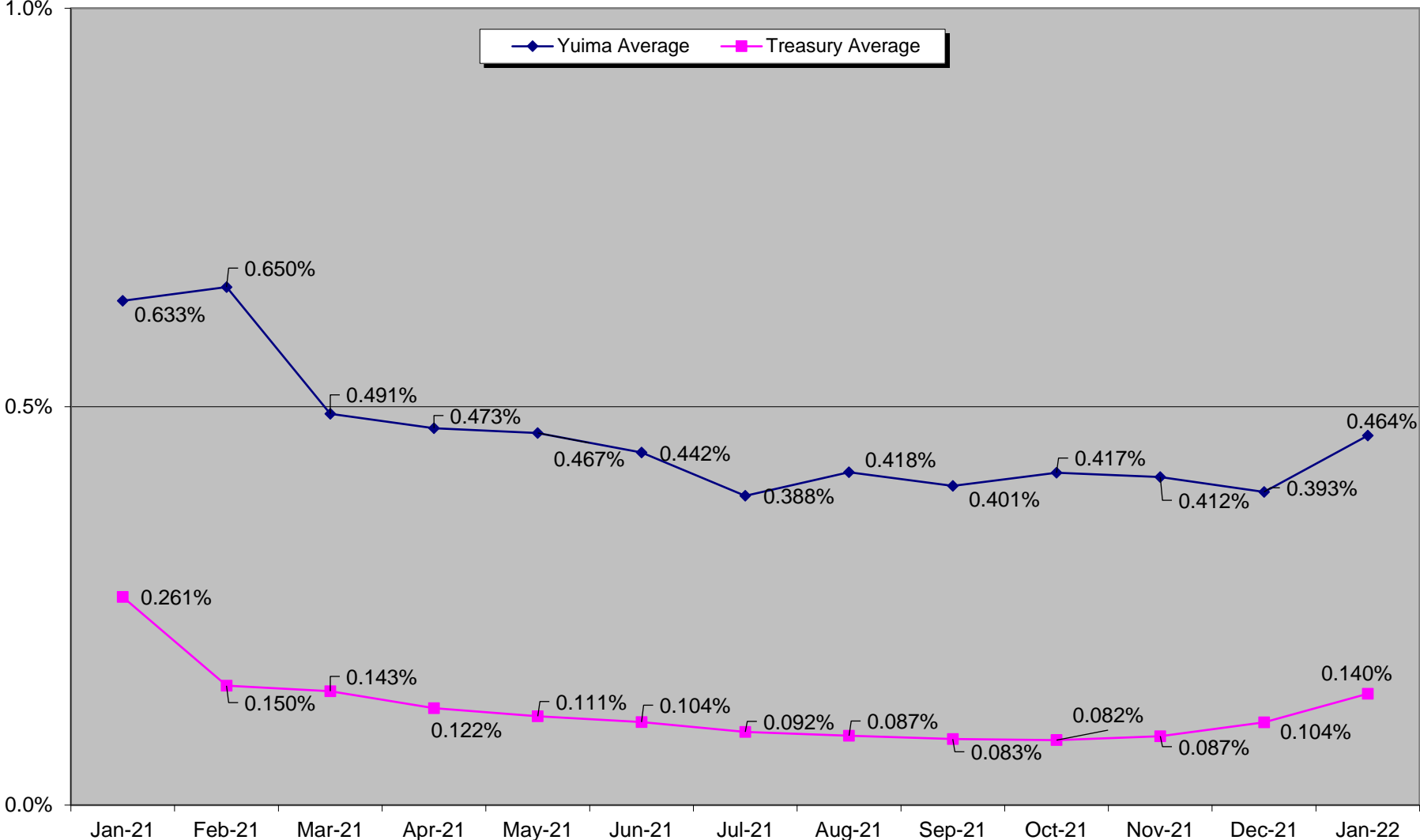
| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|---------------------------------------|---|-------------------------|---------------------|-----------------------------|-------------|
| ACCOUNTS PAYABLE PENDING | | | | | |
| 01-2555-000 | AP Pending - General District | 1,077,055.18 | (565,472.16) | 511,583.02 | |
| 02-2555-000 | AP Pending - IDA | 199,139.70 | (122,092.31) | 77,047.39 | |
| 20-2555-000 | AP Pending - Improvement District | 0.00 | 12,688.04 | 12,688.04 | |
| TOTAL ACCOUNTS PAYABLE PENDING | | <u>1,276,194.88</u> | <u>(674,876.43)</u> | <u>601,318.45</u> | |
| DUE FROM OTHER FUNDS | | | | | |
| 99-1501-000 | Due From General District | (1,077,055.18) | 565,472.16 | (511,583.02) | |
| 99-1502-000 | Due From IDA | (199,139.70) | 122,092.31 | (77,047.39) | |
| 99-1520-000 | Due From Improvement District A Capital | 0.00 | (12,688.04) | (12,688.04) | |
| TOTAL DUE FROM OTHER FUNDS | | <u>(1,276,194.88)</u> | <u>674,876.43</u> | <u>(601,318.45)</u> | |
| ACCOUNTS PAYABLE | | | | | |
| 99-2555-000 | Accounts Payable | 1,276,194.88 | (674,876.43) | 601,318.45 | |
| TOTAL ACCOUNTS PAYABLE | | <u>1,276,194.88</u> | <u>(674,876.43)</u> | <u>601,318.45</u> | |
| AP Pending | 601,318.45 | AP Pending | 601,318.45 | Due From Other Funds | 601,318.45 |
| Due From Other Funds | 601,318.45 | Accounts Payable | 601,318.45 | Accounts Payable | 601,318.45 |
| Difference | <u>0.00</u> | Difference | <u>0.00</u> | Difference | <u>0.00</u> |

**Yuima Municipal
Water District
Cash & Investments Data
January 2022
\$5,715,599.08**



Aggregate Yuima Portfolio Yield

January 2021 - January 2022





PMIA/LAIF Performance Report as of 02/10/22



PMIA Average Monthly Effective Yields⁽¹⁾

| | |
|-----|-------|
| Jan | 0.234 |
| Dec | 0.212 |
| Nov | 0.203 |

Quarterly Performance Quarter Ended 12/31/21

| | |
|--|---------------------|
| LAIF Apportionment Rate ⁽²⁾ : | 0.23 |
| LAIF Earnings Ratio ⁽²⁾ : | 0.00000625812849570 |
| LAIF Fair Value Factor ⁽¹⁾ : | 0.997439120 |
| PMIA Daily ⁽¹⁾ : | 0.22% |
| PMIA Quarter to Date ⁽¹⁾ : | 0.21% |
| PMIA Average Life ⁽¹⁾ : | 340 |

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 01/31/22 \$202.8 billion

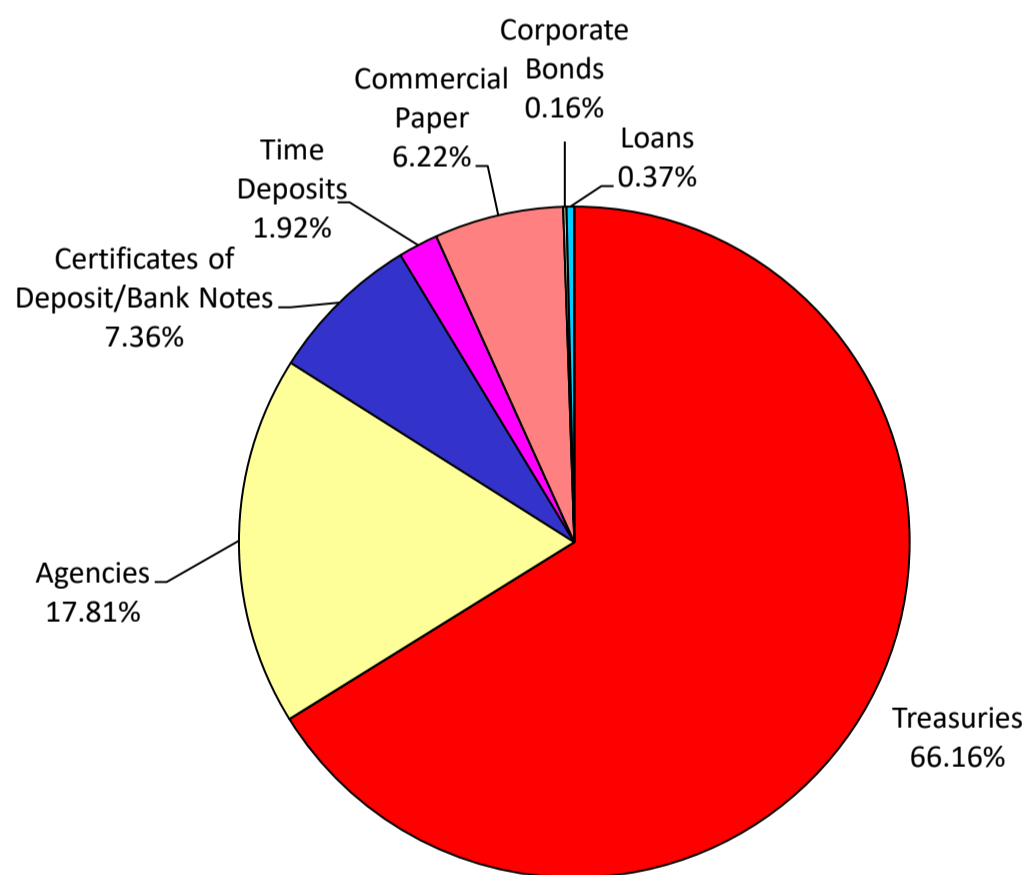


Chart does not include \$6,159,000.00 in mortgages, which equates to 0.003%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



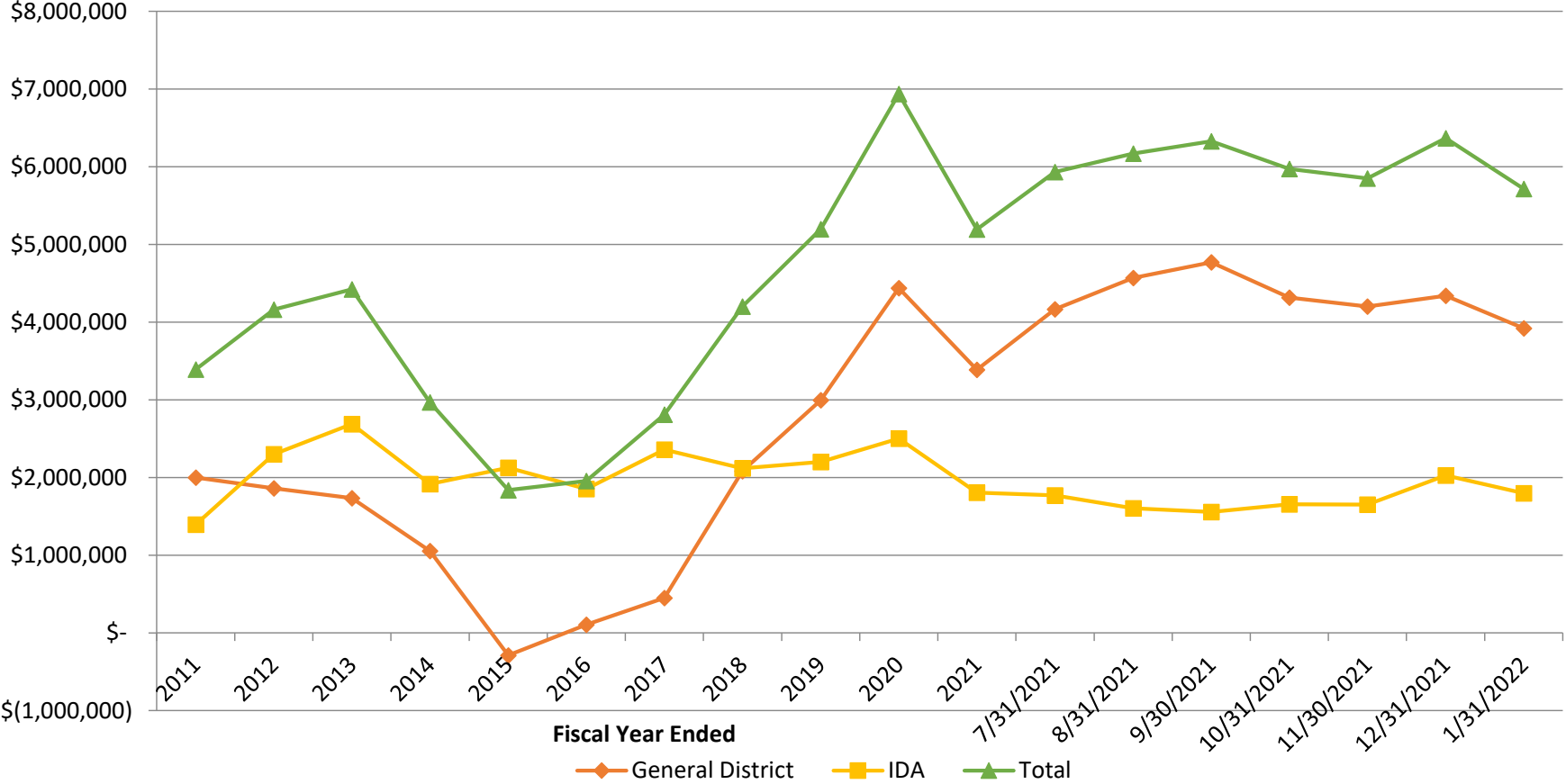
State of California Pooled Money Investment Account Market Valuation 1/31/2022

| Description | Carrying Cost Plus Accrued Interest Purch. | Fair Value | Accrued Interest |
|-----------------------------|---|------------------------------|--------------------------|
| United States Treasury: | | | |
| Bills | \$ 48,500,254,535.59 | \$ 48,460,414,000.00 | NA |
| Notes | \$ 85,696,415,143.41 | \$ 84,813,187,000.00 | \$ 147,054,459.50 |
| Federal Agency: | | | |
| SBA | \$ 345,829,327.41 | \$ 346,364,913.87 | \$ 146,293.30 |
| MBS-REMICs | \$ 6,159,422.37 | \$ 6,391,641.14 | \$ 28,137.60 |
| Debentures | \$ 10,404,956,466.49 | \$ 10,349,010,050.00 | \$ 8,594,390.00 |
| Debentures FR | \$ - | \$ - | \$ - |
| Debentures CL | \$ 900,000,000.00 | \$ 882,711,000.00 | \$ 773,360.00 |
| Discount Notes | \$ 22,357,095,147.12 | \$ 22,333,152,750.00 | NA |
| Supranational Debentures | \$ 2,069,293,683.95 | \$ 2,040,256,500.00 | \$ 6,507,100.50 |
| Supranational Debentures FR | \$ 50,000,000.00 | \$ 50,005,500.00 | \$ 15,516.67 |
| CDs and YCDs FR | \$ - | \$ - | \$ - |
| Bank Notes | \$ - | \$ - | \$ - |
| CDs and YCDs | \$ 14,925,000,416.66 | \$ 14,919,734,588.32 | \$ 7,131,118.02 |
| Commercial Paper | \$ 12,613,539,263.83 | \$ 12,614,873,270.77 | NA |
| Corporate: | | | |
| Bonds FR | \$ - | \$ - | \$ - |
| Bonds | \$ 329,900,428.70 | \$ 322,995,970.00 | \$ 1,541,557.55 |
| Repurchase Agreements | \$ - | \$ - | \$ - |
| Reverse Repurchase | \$ - | \$ - | \$ - |
| Time Deposits | \$ 3,903,500,000.00 | \$ 3,903,500,000.00 | NA |
| PMIA & GF Loans | \$ 743,769,000.00 | \$ 743,769,000.00 | NA |
| TOTAL | \$ 202,845,712,835.53 | \$ 201,786,366,184.10 | \$ 171,791,933.14 |

Fair Value Including Accrued Interest \$ 201,958,158,117.24

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

Cash Position





February 28, 2022

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Staff Report Red Flag Annual Report to Yuima MWD Board Of Directors

BACKGROUND

Yuima MWD provides water to households for personal and business use on a recurring monthly basis. The District collects payments for this service after providing the service, in effect providing "credit" to households. The Federal Trade Commission, FTC, has determined that these accounts to households are "covered" accounts and, therefore, Yuima MWD must comply with FACTA (The Fair and Accurate Credit Transaction Act of 2003).

The Fair and Accurate Credit Transaction Act of 2003 ("FACTA"), as implemented by the Red Flag Rules issued by the FTC, along with other federal agencies, requires creditors of customer "covered" accounts to implement an Identity Theft Prevention Program.

The purpose of Yuima's Identity Theft Prevention Program is to detect, prevent and mitigate theft in connection with all customer accounts, taking into consideration the level of risk for identity theft given the services provided by Yuima. **FACTA requires that Yuima's Identity Theft Prevention Programs include an annual risk assessment and an Annual Report to the Board.**

RISK ASSESSMENT

Annually, Yuima MWD performs an assessment of our Red Flag Policy. In completing the risk assessment, third party vendors who have access to confidential information of District customers are identified and evaluated.

The vendors evaluated were:

California Bank & Trust
Global Payments
Tyler Technologies
Tran Controls

Primary bank
On line Credit Card Payment
IT Consultants
SCADA Consultants

Yuima reviewed the contracts of these third party vendors and their procedures to confirm compliance with the District's Red Flag Policy. It was determined that each vendor is in compliance with the District's policy.

The District evaluated its overall IT security for the main frame computer system and monitor password change procedures as it relates to the program that contains water account and customer information. These improvements support Yuima's ability to provide secure, reliable communication and maintain compliance with FACTA.

Yuima's staff participates in Annual Red Flag refresher training and policy review. Staff completed training and policy review this month. The Identity Theft Prevention Program also known as our 'Red Flag Policy,' supports Yuima's ability to identify events that may lead to identity theft and therefore mitigates the possibility and/or impact of any unauthorized use of personal information. Yuima's Red Flag Policy also supports our ability to detect, correct, and mitigate identity theft in connection with all customer accounts.

INCIDENTS INVOLVING IDENTITY THEFT:

None to report

FISCAL IMPACT

None. Failure to comply with the Red Flag Rules, uncovered during an audit by the FTC, is punishable by a \$1,000 penalty per occurrence.

SUBMITTED BY:



**Amy Reeh
General Manager**

YUIMA MUNICIPAL WATER DISTRICT IDENTITY THEFT PREVENTION PROGRAM

I. PURPOSE

The Fair and Accurate Credit Transaction Act of 2003 ("FACTA"). section 114, as implemented by the Red Flag Rules, 16 C.F.R. § 681.2, issued by the Federal Trade Commission along with other federal agencies requires creditors of customer accounts to implement an Identity Theft Prevention Program. Pursuant to the regulations, Yuima Municipal Water District (YMWD) is a creditor because it provides services to customers prior to receipt of payment through customer accounts, including utility service accounts, which are maintained primarily for personal, family or household purposes and involve multiple payments or transactions, and for which there is a reasonably foreseeable risk of identity theft. Therefore, YMWD is required to implement an Identity Theft Prevention Program.

The purpose of this Identity Theft Prevention Program (Program) is to detect, prevent and mitigate identity theft in connection with all customer accounts, taking into consideration the level of risk for identity theft given the YMWD's scope of services provided and the types of accounts. This Program is created to identify patterns, practices and specific activities that indicate the possible existence of identity theft, hereinafter referred to as "Red Flags." The Program sets forth the procedures for detecting Red Flags and responding to Red Flags when discovered.

11. DEFINITIONS

"Red Flag" shall mean a pattern, practice or specific activity that indicates the possible existence of identity theft as defined in the Red Flag Rules, and as specifically enumerated in Section 16 C.F.R. § 681.2.

"Identity theft" shall mean a fraud committed or attempted using the personal identifying information of another person without his/her authority 16 C.F.R. 603.2 (a).

"Customer account" shall mean a utility service account or other account provided by YMWD that constitutes a "covered account" under the Red Flag Rules.

"Personal identifying information" shall mean information that may be used to identify a specific person, including, but not limited to, a social security number, date of birth, government issued driver's license or identification number, government passport number, unique biometric data such as fingerprints or physical appearance, any unique electronic identification number, personally known, or telephone number or address.

III. DESIGNATION OF AUTHORITY

The Board of YMWD designates the authority to develop, oversee, implement and administer the Program to the Finance & Administrative Services Manager.

As part of the Finance & Administrative Services Manager's oversight responsibilities for the Program, the Finance & Administrative Services Manager is required to review and approve all material changes to the Program as necessary to address changing identity theft risks. The Finance & Administrative Services Manager is also responsible for reviewing reports prepared by YMWD's staff regarding YMWD's compliance with FACTA and the Red Flag Rules requiring the implementation of an Identity Theft Prevention Program.

IV. COMPLIANCE REPORTS TO BE PREPARED BY YMWD STAFF

The Finance & Administrative Services Manager will designate YMWD staff involved with the implementation of the Program to prepare reports regarding YMWD's compliance with FACTA and the Red Flag Rules requiring the implementation of an Identity Theft Prevention Program. The reports should address material matters related to the Program, such as the following:

- (a) The effectiveness of the YMWD's policies and procedures to address the risk of identity theft in connection with opening customer accounts, as well as with existing accounts. This includes identifying any issues related to identifying, detecting and responding to Red Flags;
- (b) Third-party service provider arrangements;
- (c) Significant incidents of identity theft or Red Flag detection, and YMWD's responses to those incidents;
- (d) Recommendations for material changes to the program to ensure that customer accounts are adequately protected from the risk of identity theft.

The reports should be prepared at least annually for review by the General Manager and any issues discovered by the Finance & Administrative Services Manager or the General Manager shall be reported to the Board in a publicly noticed meeting.

V. RED FLAGS IDENTIFIED BY YMWD

In identifying the Red Flags applicable to YMWD's customer accounts, YMWD considered the following risk factors:

- (a) The types of accounts YMWD maintains;
- (b) The methods YMWD provides to open customer accounts;
- (c) The methods YMWD provides to access customers' accounts;
- (d) YMWD's previous experiences with identity theft in connection with the customer accounts.

The Red Flags identified in this Program have been incorporated from sources, which include supervisory guidance, past incidents of identity theft, and changes in methods of identity theft risk.

YMWD's Identified Red Flags are as Follows:

Alerts, notifications or other warnings received from consumer reporting agencies or service providers providing fraud protection services:

- Fraud or activity alerts from consumer reports.
- Notice of a credit freeze from a consumer reporting agency in response to request for a consumer report.
- Notice of address discrepancy provided by a consumer reporting agency.
- A consumer report indicates a pattern of activity that is inconsistent with the history or usual pattern of activity of a customer or applicant.
- Recent significant increase in the volume of inquiries of the customer's credit.
- Unusual number of recently established credit relationships.
- A material change in the use of credit, especially in regards to credit relationships recently established.
- A customer had an account with YMWD or any other creditor that was closed for cause or identified for abuse of account privileges.

Suspicious Documents:

- Documents used for identification purposes appear to have been altered or forged.
- The photograph or physical description on the identification documents do not match the appearance of the person presenting the identification.
- Other information in identification documents does not match the information provided by the individual presenting the identification documents.
- Other information in the identification documents does not match the information on file with YMWD.
- The application to open the account appears to have been forged, altered, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information:

- Personal information provided is inconsistent with information provided by an external source, for example where the address provided does not match the address contained in a consumer report.
- Personal identifying information is inconsistent with other personal identifying information provided by the customer, such as a date of birth and the social security number range that do not correlate.
- Personal identifying information provided is associated with known fraudulent activity, as indicated by internal or third-party sources, such as the address or phone number on an application was previously provided on another fraudulent application.
- Personal identifying information is of a type commonly associated with fraudulent activity, as indicated by internal or third-party sources, such as a fictitious address, or an invalid phone number.
- The social security number provided is the same as the social security number of another applicant attempting to open an account or an existing customer.
- The address or telephone number provided is the same as other individuals attempting to open an account or existing customers.
- The individual opening the account cannot provide all of the required personal identifying information for an application.
- Personal identifying information is inconsistent with the information provided by the customer on file with YMWD.
- Where challenge questions are used by YMWD to verify the identity of an individual, the individual claiming to be the customer cannot answer challenge questions correctly.

Unusual Use of or Other Suspicious Activity Related to a Customer Account:

- Shortly after receiving a notice of change of address for the account, YMWD receives a request to add another name to the account.
- A new account is used in a manner commonly associated with known patterns of fraud, such as a first payment is made, and then no subsequent payments are made.
- An account is used in a manner inconsistent with the established pattern of

activity for the account, such as a nonpayment where there has never been a late or missed payment.

- An inactive account becomes active.
- Mail sent to the customer is returned repeatedly.
- YMWD is notified that a customer is not receiving his/her paper account statements.
- YMWD is notified of unauthorized transactions on a customer's account.
- Notice of Possible Identity Theft.
- YMWD is notified by a customer of possible identity theft in connection with his/her account.
- YMWD is notified by a victim of identity theft of possible identity theft in connection with a customer account.
- YMWD is notified by law enforcement of possible identity theft in connection with a customer account.
- YMWD is notified by others of possible identity theft in connection with a customer account.

PROCEDURES FOR DETECTING RED FLAGS

The following procedures are being implemented by YMWD's staff to detect the Red Flags identified with opening of accounts and existing accounts identified above:

- (a) Obtain personal identifying information of an individual to verify his/her identity prior to opening an account. A valid Driver's License or valid State issued picture ID is required. The last four (4) digits of the identifying document (Social Security number) and date of birth is recorded as the security code on the account.
- (b) Authenticate the identity of customers when they are requesting information about their accounts.
- (c) Authenticate the identity of customers when they are requesting to make any changes to their accounts.
- (d) Verify the validity of all billing address change requests. All changes are required in writing unless a valid security code is verified.
- (e) Conduct a credit check when opening account. This is done by verifying

payment history with the last utility provider.

- (f) Monitor Transactions.
- (g) Verify all requests to change banking information used for payment purposes. The Yuima MWD on-line service provider shall verify all payment information changes.
- (h) Members of YMWD's staff will be assigned and trained to detect Red Flags.
- (i) In addition, YMWD may employ the services of a third party service provider and/or utilize computer software programs to assist in detecting Red Flags.



February 28, 2022

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Staff Report Annual Fraud Policy to Yuima MWD Board of Directors

BACKGROUND

In 2008 the Board adopted a Fraud Policy formalizing the expectations of personal honesty and integrity required of District officials and employees. The policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of fraud and other similar irregularities.

During the month of February department heads reviewed the fraud policy with staff members.

- There were no allegations of fraudulent or irregular conduct.
- There were no reports from the District's auditors of any irregularities or misappropriation.
- There were no reports from District customers or vendors of any related irregularity.
- There were no supplementary reports issued to the Board of Directors during this reporting period.

The policy was updated in 2016 adding contractors when working for the District and clarified some staff responsibilities. There are no proposed changes to the policy at this time.

SUBMITTED BY:

A handwritten signature in blue ink that reads "Amy Reeh".

Amy Reeh
General Manager

YUIMA MUNICIPAL WATER DISTRICT

FRAUD POLICY

Financial accountability is a high priority of the Yuima Municipal Water District. The District's Fraud Policy formalizes the expectations of personal honesty and integrity required of District officials and employees.

Statement of Policy and Principles

Yuima Municipal Water District is committed to protecting its revenue, property, reputation, information and other assets from any attempt, either by members of the public, contractors, agents, intermediaries or its own employees, to gain by deceit, financial or other benefits.

This Policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of fraud and other similar irregularities.

Definitions

Fraud and other similar irregularities include, but are not limited to:

1. Forgery or alteration of checks, drafts, promissory notes and securities.
2. Any misappropriation of funds, securities, supplies or any other assets.
3. Any irregularity in the handling or reporting of cash transactions.
4. Misappropriation of furniture, fixtures and equipment.
5. Seeking or accepting anything of material value from vendors, consultants or contractors doing business with the District.
6. Any violation of the Fair Political Practices Act, regulation of the Fair Political Practices Commission, or the Yuima Municipal Water District's Conflict of Interest Code.
7. Unauthorized use or misuse of District property, equipment, materials or records.
8. Any computer related activity involving the alteration, destruction, forgery or manipulation of data for fraudulent purposes or misappropriation of District-owned data or software.
9. Any claim for reimbursement of expenses that are not made for the exclusive benefit of the District.
10. Any attempt to deceive the District or to withhold or provide less than complete information in order to improperly gain any benefit from employment with the District, including any claim for job-related benefits based on false information.
11. Any similar or related irregularity.

Applicability

This policy applies to all Directors, appointed personnel, employees, contractors and consultants of Yuima Municipal Water District.

YUIMA MUNICIPAL WATER DISTRICT

FRAUD POLICY

General Policy and Responsibilities

1. It is the District's intent to fully investigate any suspected acts of fraud, misappropriation or other similar irregularities. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the District or any party who might be or becomes involved in or becomes the subject of such investigation.
2. Each Department Manager is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations and other irregularities. Management should be familiar with the types of improprieties that might occur within their areas of responsibility and be alert for any indications of such conduct.
3. The Finance & Administrative Services Manager, in consultation with the General Manager, has the primary responsibility for the investigation of all activity as defined in this policy other than for allegations of fraud on the part of the Finance & Administrative Services Manager, in which case the General Manager shall have the primary responsibility for the investigation.
4. The Finance & Administrative Services Manager will notify the General Manager and the Operations Manager of a reported allegation of fraudulent or irregular conduct upon the commencement of the investigation to the extent practical. Throughout the investigation these officials should be informed of pertinent investigative findings.
5. When there are reasonable grounds to indicate that a fraud may have occurred, the General Manager, subject to the advice of District Legal Counsel, will contact the appropriate authorities.
6. Upon conclusion of the investigation, the results will be reported to the General Manager and the Department Manager.
7. The District will pursue every reasonable effort, including court ordered restitution, to obtain recovery of the District losses from the offender, or other appropriate source(s).

Procedures

- I. All Employees

Any employee who has knowledge of an occurrence of irregular conduct or has reason to suspect that a fraud has occurred, shall immediately notify

YUIMA MUNICIPAL WATER DISTRICT

FRAUD POLICY

his/her supervisor. If the employee has reason to believe that the employee's supervisor may be involved, the employee shall immediately notify the Department Manager, the Finance & Administrative Services Manager or the General Manager.

The employee shall not discuss the matter with anyone other than his/her supervisor, the Department Manager, the Finance & Administrative Services, the General Manager, District Legal Counsel and law enforcement officials. Employees who knowingly make false allegations will be subject to discipline up to and including dismissal.

2. Supervisors

Upon notification from an employee of suspected fraud, or if the supervisor has reason to suspect that a fraud has occurred, the supervisor shall immediately notify the Department Manager or the General Manager. The supervisor shall not attempt to investigate the suspected fraud or to discuss the matter with anyone other than the person by whom the fraud was reported, the Finance & Administrative Services Manager, the General Manager, District Legal Counsel and law enforcement officials.

3. Department Manager

Upon notification from an employee or supervisor of suspected fraud, or if the Department Manager has reason to suspect that a fraud has occurred, the Department Manager shall immediately contact the Finance & Administrative Services and the General Manager. The Department Manager shall not attempt to investigate the suspected fraud or to discuss the matter with anyone other than the Finance & Administrative Services Manager, the General Manager, District Legal Counsel and law enforcement officials.

4. Finance & Administrative Services

Upon notification or discovery of a suspected fraud, the Finance & Administrative Services will promptly notify the General Manager and investigate the fraud. If an employee communicates directly to the Finance & Administrative Services Manager and the Department Manager is not suspected in the fraud allegation, the Finance & Administrative Services shall timely notify the Department Manager of the allegation and investigation, and at conclusion, the results of the investigation. If the Finance & Administrative Services is suspected in the fraud allegation, the General Manager will investigate the fraud. If the General Manager is suspected in the fraud allegation, the Finance & Administrative Services will promptly notify the Board President and investigate the fraud. If both

YUIMA MUNICIPAL WATER DISTRICT

FRAUD POLICY

the Finance & Administrative Services and the General Manager are suspected in the fraud allegation, the Department Manager will notify the Board President and District Legal Counsel. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Board President and/or the General Manager, in consultation with the District Legal Counsel, may contact the appropriate law enforcement officials.

5. Contacts/Protocols

After an initial review and a determination that the suspected fraud warrants additional investigation, the Finance & Administrative Services will notify the General Manager, District Legal Counsel and the Chair of the Board of Directors of the allegations. As deemed necessary, the General Manager and/or the Finance & Administrative Services shall coordinate the investigation with the appropriate law enforcement officials.

6. Security of Evidence

Once a suspected fraud is reported, the Finance & Administrative Services, in consultation with the General Manager and the District Legal Counsel, shall take immediate action to prevent the theft, alteration, or destruction of relevant records. Such actions include, but are not necessarily limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records. The records must be adequately secured until the investigation is completed.

7. Confidentiality

All participants in a fraud investigation shall keep the details and results of the investigation confidential. However, the Finance & Administrative Services, in consultation with the General Manager and District Legal Counsel and the appropriate law enforcement officials, may disclose particulars of the investigation to potential witnesses if such disclosure would further the investigation.

8. Personnel Actions

If a suspicion of fraud is substantiated by the investigation, disciplinary action, up to and including dismissal(s) shall be taken by the appropriate level of management, in consultation with the General Manager and District Legal Counsel, in conformance with the District's Personnel

YUIMA MUNICIPAL WATER DISTRICT

FRAUD POLICY

Policies and Procedures.

9. Whistle-Blower Protection

An employee who reports a fraud or other irregularity is acting in accordance with the requirements of this policy and no one acting on behalf of the District shall:

- dismiss or threaten to dismiss the employee;
- discipline or suspend or threaten to discipline or suspend the employee;
- impose any penalty upon the employee; or
- intimidate or coerce the employee, for reporting such conduct.

The violation of this section will result in discipline up to and including dismissal.

10. Media Issues

Any employee, manager or Board Member contacted by the media with respect to an audit investigation shall refer the media to the General Manager or designee. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the General Manager or his/her designee.

If the Finance & Administrative Services Manager office is contacted by the media regarding an alleged fraud or audit investigation, the Finance & Administrative Services Manager will consult with the General Manager before responding to a media request for information or interview.

The General Manager will determine media messages and identify an appropriate District spokesperson, as required.

11. Documentation

At the conclusion of the investigation, the Finance & Administrative Services will document the results in a confidential memorandum to the Board of Directors, the General Manager and the Department Manager.

The Finance & Administrative Services Manager will also be required to make recommendations to the appropriate Department Manager, which will assist in the prevention of future similar occurrences.

YUIMA MUNICIPAL WATER DISTRICT

FRAUD POLICY

12. Completion of Investigation

The Finance & Administrative Services Manager shall communicate, as necessary, to the Department Manager, General Manager and Board of Directors the results of the investigation and any information that could strengthen the system of internal controls for the prevention and detection of future fraud. Additionally, upon completion of the investigation the Finance & Administrative Services Manager will return documents and other evidentiary material to the appropriate department including all legal and personnel actions.

13. Reporting to External Auditors

The Finance & Administrative Services Manager and General Manager will report to the external auditors of the District all information relating to investigations.

II.
ACTION & DISCUSSION

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

THIS AGREEMENT is entered into and effective this ___ day of _____, 2022 (“Effective Date”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“JPA Act”) by and among the Members listed in Exhibit A attached hereto and incorporated herein.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

L. WHEREAS, the remaining Parties to the 2017 MOU after the County’s withdrawal—specifically Yuima Municipal Water District (“Yuima”), Pauma Valley Community Services District, and the Upper San Luis Rey Resource Conservation District—amended the 2017 MOU ~~on~~ in or about June 2020, July 2021 and January 2022 to, among other things, add San Luis Rey Municipal Water District (“SLRMWD”) and Pauma Municipal Water District (“Pauma MWD”) as additional members of the GSA, - acknowledge statutorily directed boundary changes that reduced the area required to be managed under the GSP, reorganize/and-reconstitute the Executive Team of the GSA, and designate Yuima as taking the lead role in contracting for, and managing, the development of a GSP for the Subbasin; and

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

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

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

P. WHEREAS, on January 21, 2022, the Pauma Valley GSA Executive Team created by the 2017 MOU, as amended, met in a publicly noticed meeting, with one or more representatives from each Member of the GSA present, and at said meeting the Pauma Valley GSA Executive Team voted unanimously to recommend to the Yuima Board of Directors that: (i) Yuima approve the GSP for the Upper San Luis Rey Valley Subbasin, (ii) after taking all required actions to correct and finalize the GSP, submit the GSP to DWR;and

Q. WHEREAS, on January 24, 2022, the Board of Directors of Yuima, as lead agency for the GSA, approved the GSP after receiving the unanimous recommendation of the GSA Executive Team and directed the Administrator of the Pauma Valley GSA to submit the GSP to DWR on or before January 31, 2022 and

R. WHEREAS, on or about January 30, 2022, the Administrator of the Pauma Valley GSA submitted the final and approved GSP, and all exhibits and appendices thereto, for the Upper San Luis Rey Valley Subbasin, to DWR; and

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

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

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

VS. WHEREAS, this Agreement shall form the Authority, which shall be the GSA for purposes of carrying out SGMA in the Subbasin upon DWR acceptance of the Authority as the local agency authorized to manage groundwater in the Subbasin,¹ and which Authority shall have such other powers as designated herein and those set forth in SGMA, except as expressly described herein.

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

ARTICLE 1 DEFINITIONS

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

¹ Until such time as DWR communicates acceptance of the Authority as the GSA for the Upper San Luis Rey Valley Groundwater Subbasin, the Members hereto shall, as appropriate, continue to manage the GSA per the 2017 MOU so as to avoid any gap in GSA coverage and management of the Subbasin.

- (a) “Agreement” shall mean this Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority.
- (b) “At Large Directors” shall mean the individual Director of the Authority Board who are appointed pursuant to Section 4.1, below.
- (c) “Authority” shall mean the Upper San Luis Rey Groundwater Management Authority established by this Agreement.
- (d) “Board of Directors” or “Board” shall mean the governing body formed to implement this Agreement as established herein, and “Director” or “Directors” shall mean the individuals appointed to the Board per Section 4.1.
- (e) “DWR” shall mean the California Department of Water Resources.
- (f) “Effective Date” shall be the date when this Agreement is approved and executed by all Members.
- (g) “Groundwater Sustainability Agency” or “GSA” shall have the definition set forth in SGMA, as applied to the Subbasin.
- (h) “Groundwater Sustainability Plan” or “GSP” shall have the definition set forth in SGMA.
- (i) “JPA Act” shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*
- (j) “Member” shall mean any of the signatories to this Agreement, and “Members” shall mean all of the signatories to this Agreement, collectively. Each of the Members to the Agreement, as listed in Exhibit “A,” is authorized to individually become a Groundwater Sustainability Agency per SGMA within its respective service area.
- (k) “Subbasin” shall mean, for purpose of this Agreement, the Upper San Luis Rey Valley Groundwater Subbasin identified as that portion of the Basin east of the east line of the western boundary of Section 6, Range 2 West, Township 10 South, San Bernardino Meridian, as such Subbasin boundaries may be modified from time to time in accordance with Water Code section 10722.2. The Subbasin is depicted in Exhibit B.
- (l) “SGMA” shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2 ORGANIZING PRINCIPLES

2.1 The Members and the other entities and individuals participating in Authority governance intend to work together in mutual cooperation to develop and implement a GSP for the Subbasin in compliance with SGMA. The Members expressly acknowledge and agree that upon DWR acceptance of the Authority as the exclusive local agency for management of groundwater within the Subbasin, this Agreement shall replace the 2017 MOU and become the operative governance document for groundwater management within the Subbasin. Should DWR or the SWRCB deem this Agreement, or the Authority, invalid for any reason, or otherwise refuse to recognize the validity of the Authority as the exclusive GSA for the then the Members agree that the 2017 MOU shall remain the operative GSA governance document for the Subbasin until such time as DWR, the SWRCB, or a court accepts the Authority as the exclusive GSA in, and with the obligation for management of the Subbasin. The 2017 MOU shall not be withdrawn or otherwise superseded by this Agreement until the Parties to the 2017 MOU (as amended) so agree. ~~, and upon DWR acceptance of the USLRGMA as the GSA for the Subbasin, including the completion of any DWR review period and required submissions, the Authority shall supplant and replace the GSA previously recognized by DWR as the GSA for the Subbasin.~~

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

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

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

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

ARTICLE 3 FORMATION, PURPOSE AND POWERS

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

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

3.3 **Creation of the Authority.** Pursuant to the JPA Act, the Members hereby form and establish the Authority, a public entity separate and apart from its Members, which is to be known hereafter as the “Upper San Luis Rey Groundwater Management Authority,” the “Authority”, or “USLRGMA.” **Election for Authority to Serve as GSA.** Upon its formation pursuant to this Agreement, and the completion of all required findings and the satisfaction of any required DWR notice periods, if any, and DWR acceptance of the Authority as the GSA for the Upper San Luis Rey Valley Subbasin, the Authority shall serve as the GSA for the Subbasin and shall make any and all necessary filings required to formalize the JPA formation process and to replace the GSA created by the 2017 MOU as the new GSA for the Subbasin. ~~In approving this Agreement and electing for the Authority to serve as the GSA for the Subbasin, Members shall comply with Water Code section 10723(b) to the extent applicable, including making any applicable public notice and hearing requirements.~~

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

- (a) Provide for the joint exercise of powers of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);
- (b) Cooperatively carry out the purposes of SGMA, including the engagement of stakeholders and members of the public as required by Water Code sections 10723.2, 10723.4, and 10727.8;
- (c) Become and serve as the GSA for purposes of management of the Subbasin in accordance with SGMA;
- (d) ~~Develop, adopt, implement,~~ and enforce ~~the a legally sufficient~~ GSP approved by the Pauma Valley GSA for the Subbasin, subject to the limitations set forth in this Agreement.
- (e) Take such other actions as are required to ensure sustainable groundwater management within the Subbasin consistent with the regulations and timeframes established by SGMA.

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

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

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

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

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

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

3.10 **Role of Members.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement, including actions specifically required by this Agreement. The support of each Member is important to the success of the Authority.

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

- (a) Engage one or more Members, Authority employees, or third parties, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager of the Authority is appointed, and consistent with this Section 3.12(a), the manager of the Authority shall at all times maintain exclusive control over any employees of or contractors

of the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals of Authority employees;

- (b) Employ or contract for competent consultants to investigate, and to carefully devise a plan or plans, to carry out and fulfill the objects and purposes of SGMA, including but not limited to timely completing a GSP;
- (c) Employ one or more persons to serve in such positions as may be approved by the Board of Directors.

ARTICLE 4 GOVERNANCE

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

- One board member or employee of the Pauma Valley Community Services District (“PVCSD”) appointed to the JPA Board by the PVCSD Board of Directors;
- One board member of the Rancho Pauma Mutual Water Company (“RPMWC”) who shall be appointed to the JPA Board by the PVCSD Board of Directors and serve as a representative of PVCSD to the Authority Board;
- Two board members or employees of the Yuima Municipal Water District, appointed by the Yuima Municipal Water District Board of Directors;
- Two board members or employees of the Upper San Luis Rey Resource Conservation District, appointed by the Upper San Luis Rey Resource Conservation District Board of Directors;
- Two board members, or other designees of the Pauma ~~MWD~~ Municipal Water District (“PMWD”), who own land within ~~Pauma MWD~~ PMWD, appointed by the Pauma MWD Board of Directors;
- One Board member, or designee of the SLRMWD ~~San Luis Rey Municipal Water District (“SLRMWD”)~~, appointed by the SLRMWD Board of Directors.
- Two Directors, nominated by the San Luis Rey Indian Water Authority (“SLRIWA”) who are either a member of the SLRIWA Board of Directors or an employee of the SLRIWA;
- One At Large Director representing the private pumping community. The Authority may, but is not required to, elect to accept nominations and fill this seat at the Authority’s first Board meeting or at a subsequent meeting of the Board. The At Large Director shall be either the current Executive Director of the San Diego County Farm

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Bureau, or a landowner who farms land overlying the Subbasin using groundwater that the landowner pumps from the Subbasin.

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

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

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

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

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

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

Authority in writing of its designated Director(s) and alternate upon the replacement of an existing Director by the Member.

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

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

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

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

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

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

- (a) Approval of the Authority’s annual budget and amendments to the annual budget, consistent with Article 5;
- (b) Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;
- (c) Decisions concerning property acquisition and ownership;

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

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

4.9 **Rules, Regulations, By-Laws and Ordinances.** The Board may adopt rules, regulations, by-laws and ordinances to supplement this Agreement and to provide for the effective and efficient administration of the Authority. In the event of conflict between this Agreement and any rule, regulation, by-law, or ordinance, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate Yuima to serve as Administrator of, and keeper of records for, the Authority until all grant obligations of existing grants (DACI and SGMP) have been fulfilled. At that time, the Members can then appoint another Administrator if they so desire. All designated /appointed Administrators shall be reimbursed reasonable operating and administrative costs by the Authority for serving as Administrator of the Authority.

Reasonable costs shall include, but are not limited to, staff time associated with administrative tasks not covered by grants, staff time spent applying for, arranging and securing all funding mechanisms, any consulting or legal fees associated with applying for, arranging and securing all funding mechanisms, any legal fees associated with the conducting of regular JPA business, staff time and costs required to perform all GSP implementation responsibilities prior to the establishment of permanent funding mechanisms. These responsibilities could include, but are not limited to, installation of devices to monitor well production, required state reporting, required water quality monitoring costs, and staff time spent performing the above referenced tasks. All reimbursement requests shall be accompanied by backup documentation such as staff time sheets, staff hourly reimbursement calculation nexus and copies of vendor invoices.

ARTICLE 5 FINANCIAL PROVISIONS

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

5.2 The Members acknowledge that prior to execution of this Agreement, Yuima has absorbed the costs associated with developing the GSP and otherwise administering the GSA. Initial cost share allocated between the members shall therefore include all expenditures for Yuima to implement and administer the SGMA process and preparation/submittal of a complete GSP, including payment of required grant match and all other associated non-reimbursed SGMA related costs ("Initial Costs") incurred between July 2019 and extending to the date the Long-Term Funding Plan takes effect ("the Initial Period"). The payment obligation of each member for Initial Costs during the Initial Period, other than USLRCD, will be determined by subtracting out \$25,000 (for payment by USLRCD) and then dividing all remaining Initial Costs among the members based upon the number of directors each member is authorized to appoint to the Board (e.g., PMWD, Yuima, and PVCSD will each pay 1/3 of the remaining Initial Costs²). Each

² SLRMWD is not being asked to share in the Initial Costs at this time, but may be asked to participate in cost sharing for the ongoing costs of the JPA at a later date, and this Agreement does

member shall submit its proportional share of Initial Costs to Yuima within 30 days of the execution of this Agreement, and each member shall be invoiced quarterly by Yuima thereafter. The payment obligations referenced in this Section 5 shall take effect on the Effective Date, and within the timeframes referenced herein, irrespective of when the Authority is accepted by DWR as the exclusive GSA for the Sub-Basin.

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

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

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

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

not preclude such cost sharing by SLRMWD.

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

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

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

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

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

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

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

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

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

ARTICLE 6 CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

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

- (a) The local agency is eligiblequalified to be a GSA under the applicable requirements of Water Code sections 10721 and 10723;
- (b) The local agency agrees to become a Member of and signatory to this Agreement, and become subject to all requirements, rights and obligations of this Agreement;

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

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

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

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

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

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

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

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

ARTICLE 7 PROJECTS AND MANAGEMENT ACTIONS

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

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Pauma Valley Community Services
District
Title: _____

By: _____
Yuima Municipal Water District
Title: _____

By: _____
Upper San Luis Rey Resource
Conservation District
Title: _____

By: _____
Pauma Municipal Water District
Title: _____

EXHIBIT A

Members

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

Formatted
Indent at

EXHIBIT B
SUBBASIN MAP

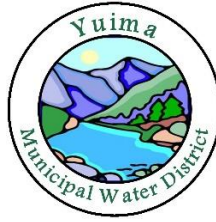
EXHIBIT C

INITIAL COST SHARING PLAN

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

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

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



February 28, 2022

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Approval of Purchase Order for Completion of GSP Annual Report

BACKGROUND

In accordance with the Sustainable Groundwater Management Act, an Annual Report must be submitted by April 1st, following the adoption of a Groundwater Sustainability Plan. The cost of the preparation of this report is not covered under current grant fund but will be recovered through the local cost share contributions of the GSA members.

§ 10728. Annual report of information about basin managed in the plan; contents

On the April 1 following the adoption of a groundwater sustainability plan and annually thereafter, a groundwater sustainability agency shall submit a report to the department containing the following information about the basin managed in the groundwater sustainability plan:

- (a) Groundwater elevation data.
- (b) Annual aggregated data identifying groundwater extraction for the preceding water year.
- (c) Surface water supply used for or available for use for groundwater recharge or in-lieu use.
- (d) Total water use.
- (e) Change in groundwater storage.

RECOMMENDATION

That the Board approve the purchase order for the completion of the GSP Annual Report by Geoscience Support Services.

SUBMITTED BY:

**Amy Reeh
General Manager**



REQUISITION

Requisition #: REQ01609

Date: 02/24/2022

Vendor #: 1958

ISSUED TO: Geoscience Support Services
160 Via Verde
Suite 150
San Dimas, CA 91773-

SHIP TO: Yuima Municipal Water District
34928 Valley Center Road
Pauma Valley, CA 92061

| ITEM | UNITS | DESCRIPTION | PROJECT # | PRICE | GL ACCOUNT NUMBER | AMOUNT |
|------|-------|-------------------|-----------|-------|-------------------|-----------|
| 1 | 0 | GSP Annual Report | | 0.00 | 01-1500-079 | 45,458.00 |

PO Description: SGMA Reqmnt.

Detailed Description:

Authorized By: _____

| | |
|-------------------|-----------|
| SUBTOTAL: | 45,458.00 |
| TOTAL TAX: | 0.00 |
| SHIPPING: | 0.00 |
| TOTAL | 45,458.00 |



February 23, 2022

Ms. Amy Reeh
General Manager
Yuima Municipal Water District
34928 Valley Center Rd
Pauma Valley, CA 92061

Re: Cost Proposal for Professional Services to Prepare SGMA Annual Report for the Upper San Luis Rey Groundwater Subbasin (Water Year 2021)

Dear Amy:

Per your request, Geoscience Support Services, Inc. (Geoscience) has developed this proposal to prepare the Sustainable Groundwater Management Act (SGMA) 2021 Annual Report for the Upper San Luis Rey (USLR) Groundwater Subbasin. To meet SGMA requirements, the annual report will cover Water Year 2021 (representing the period from October 1, 2020, through September 30, 2021) and will include a summary of hydrologic conditions in the basin, an evaluation of sustainability management criteria (SMCs), as well as a discussion of Groundwater Sustainability Agency (GSA) activities towards sustainability and implementation of the Groundwater Sustainability Plan (GSP). The following sections discuss the proposed scope of work in more detail.

Scope of Work

Task 1.0: Data Collection and Analysis

Task 1.1: Evaluate Hydrologic Conditions and Sustainability Management Criteria

Data collection and analysis conducted during the development of the USLR GSP included water level and water quality data through October 2021. Therefore, much of the data required to evaluate hydrologic conditions in the subbasin for Water Year 2021 has already been assembled¹. For the purposes of this

¹ Includes water level and water quality data for the development of DWR-required elements associated with the monitoring network.

proposal, it is assumed that no further data collection will be necessary beyond incorporating any additional information provided by the GSA or other basin stakeholders for Water Year 2021 and the groundwater monitoring events indicated in Task 1.3.

Task 1.1 includes the development of two sets of groundwater elevation contours from available information, refinement and update of existing hydrographs, and the development of change in groundwater storage plots. Additional elements related to hydrologic conditions, such as precipitation patterns, water quality trends, and any available supplemental information regarding interconnected surface water and groundwater systems will also be evaluated.

Currently, groundwater conditions are reported in the GSP on an annual basis. For this annual report, groundwater fluxes and water budget terms will be evaluated on a water year basis to reflect the specified time period (October 2020 through September 2021). Therefore, this task includes some time to translate terms from annual to water year to prepare the dataset for future annual reporting.

Task 1.2: Estimate Total Water Use

Under this task, total water use will be estimated. This includes groundwater pumping by sector (e.g., urban, industrial, agricultural, etc.) and surface water supply (e.g., imported water, local diversions, etc.). The integrated surface water and groundwater model developed during the GSP process is calibrated for the period from January 1991 through December 2020. Therefore, water use has been estimated through the end of 2020. Additional analysis will be conducted to estimate water use through Water Year 2021 (i.e., September 2021). Water use records will be used where available. Remaining water use will be estimated using methodology established during the development of the surface water and groundwater model, which is primarily based on land use, crop coverage, and hydrology. No model runs will be conducted for this effort.

Task 1.3: Spring Water Quality Sampling Event

The USLR GSP has outlined semiannual monitoring and sampling events (Spring and Fall) for the evaluation of SMCs. This task includes the sampling of the 15 designated monitoring locations to characterize Spring water quality conditions for this year (2022). Water quality samples will be collected following the Sampling and Analysis Plan (SAP) outlined in the GSP and analyzed for the constituents listed in the following table.

For the purposes of this cost estimate, it is assumed that Spring water level monitoring will be covered under existing budget and funding related to the development of the GSP. Data collected during both the Spring water level and water quality monitoring events will be used to provide continuity in data collection, provide an indication of hydrologic conditions to the PVGSA and basin stakeholders for ongoing basin management planning and discussion, and allow for the evaluation of SMCs in future annual reporting.

Water Quality Sampling Analytical Suites and Approved Methods

| Constituent | Method |
|---|----------------------------|
| <i>Physical Properties</i> | |
| Oxidation-Reduction Potential (Field) | Field Meter - Myron L 6PII |
| pH (Field) | Field Meter - YSI Pro Plus |
| Turbidity (Field) | Field Meter - Hach 2100P |
| Temperature (Field) | Field Meter - YSI Pro Plus |
| Dissolved Oxygen (Field) | Field Meter - YSI Pro Plus |
| <i>General Minerals and Inorganic Chemicals</i> | |
| Alkalinity | SM 2320B |
| Aluminum by ICP | EPA 200.7 |
| Arsenic by ICPMS | EPA 200.8 |
| Chromium by ICPMS | EPA 200.8 |
| Dissolved Boron by ICP | EPA 200.7 |
| Dissolved Calcium by ICP | EPA 200.7 |
| Dissolved Chloride | EPA 300.0 |
| Dissolved Iron by ICP | EPA 200.7 |
| Dissolved Manganese by ICPMS | EPA 200.8 |
| Dissolved Nitrite | EPA 300.0 |
| Dissolved Potassium by ICP | EPA 200.7 |
| Dissolved Sodium by ICP | EPA 200.7 |
| Dissolved Sulfate | EPA 300.0 |
| Hardness Package | Varies |

| Constituent | Method |
|--------------------------------|--------------|
| Nitrate + Nitrite Package Calc | Varies |
| Perchlorate | EPA 314.0 |
| Specific Conductance | SM 2510B |
| Total dissolved Phosphorous | SM 4500P B E |
| Total dissolved solids | SM 2540C |
| Zinc by ICPMS | EPA 200.8 |

Task 1.4: Update GSP Database and Submit Monitoring Data

The GSP database will be updated with any new information obtained during preparation of the annual report, including new water levels and water quality information from the semiannual monitoring events. Spring water level measurements will also be uploaded to the Monitoring Network Module (MNM) on the SGMA portal.

Task 2.0: Prepare Draft and Final Annual Report

Task 2.1: Prepare Draft Annual Report

Under this task, Geoscience will prepare the draft 2021 Annual Report. This annual report will include the elements listed in DWR’s GSP Annual Report Elements Guide, communicate groundwater conditions to basin stakeholders, and will include a narrative description of the GSA’s progress towards implementing the USLR GSP and next steps. It will also serve as a template for future annual reports so Geoscience will submit a proposed outline of the annual report to the GSA for review and comment at the start of the draft report preparation. Data collected through the reporting period will be provided in the report in appropriate tables, figures, and charts. These data include information collected from the monitoring network, reported groundwater extractions, imported water deliveries, total water usage (both reported and estimated), and changes in groundwater storage based on observed and modeled groundwater elevations. Upon completion, the draft annual report will be submitted to the GSA for review and comment.

Task 2.2: Finalize Annual Report

The draft annual report will be finalized following incorporation of any comments from the GSA and basin stakeholders. Our estimate of costs includes addressing one round of comments.

Task 3.0: Project Management and Meetings

Task 3.1: Project Management

Geoscience will coordinate project activities throughout the duration of the project. Project management includes additional hours and costs to cover tasks related to any unforeseen issues or requests that arise during the course of the project.

Geoscience will also prepare for and attend four (4) weekly check-in calls with the project manager and/or GSA members to report on progress and discuss any questions or concerns during the development of the annual report.

Task 3.2: Present Findings at Stakeholder Outreach Meeting

As part of the ongoing stakeholder outreach outlined in the GSP, Geoscience will also present the findings of the 2021 Annual Report to interested stakeholders. The stakeholder outreach meeting will be held after the GSA has had an opportunity to review the draft report to ensure that all material the GSA wishes to convey is incorporated in the stakeholder outreach presentation. It is assumed that the call will be held remotely (e.g., Zoom).

Schedule

The 2021 Annual Report must be submitted to the Department of Water Resources (DWR) by April 1, 2022. Therefore, the proposed schedule for the development of the annual report is shown in the following table.

Proposed 2021 Annual Report Schedule

| Item | February 2022 | | | | March 2022 | | | | April 2021 | | | |
|--|---------------|--|---|---|------------|---|---|---|------------|---|--|--|
| Data Collection and Analysis (Task 1.0) | | | | | | | | | | | | |
| Prepare Draft and Final Annual Report (Task 2.0) | | | | | | ★ | | ★ | | | | |
| Project Management and Meetings (Task 3.0) | | | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | ☑ | | |

★ = Draft Annual Report

★ = Final Annual Report

☑ = Weekly Check-In Call

☑ = Stakeholder Outreach Meeting

Cost Estimate

The total proposed cost of Tasks 1 through 3, described above, is \$45,458. A breakdown of cost by task and anticipated staff participation is provided in attached Table 1.

Assumptions and Exclusions

1. Geoscience's Cost Estimate included with this bid is valid for a period of 12 months assuming the starting date shown in the Schedule.
2. Geoscience will manage work hours between employee classifications or utilize other employee classifications provided that the total project fee is not exceeded without prior approval of the GSA. Geoscience will first request approval from the GSA before work hours are managed between Tasks as listed in the Cost Estimate.
3. Services not specifically identified in the Scope of Work are not included in this Agreement for Professional Services.
4. Reimbursable expenses for sub-consultants, sub-contractors, equipment and instrumentation purchase or rental, supplies, travel, and other reimbursable project expenses—excluding field staff per-diem costs--will be billed to client at cost + 10%.
5. Consultant assumes that data assembled and provided by the GSA and/or Project Stakeholders is accurate, complete, and can be used as it is. Verification of Owner furnished-data accuracy from primary source(s) is outside the scope of work.
6. One (1) round of comments and resulting deliverable revision is budgeted for the Annual Report as listed in the Scope of Work and Schedule. Reasonable efforts within this budget will be made to address responsive comments. If comments or suggested revisions require additional effort outside of the proposed scope of work, then the revisions will only be performed upon consultation with the GSA and through a contract modification. The Final Annual Report will not incorporate any new comments.

If you have any questions, please contact us at (909) 451-6650

Sincerely,



Brian Villalobos, PG, CHG, CEG
Principal Geohydrologist
Encl.



Lauren Wicks, PG
Project Geohydrologist

**Cost Proposal for Professional Services to
Prepare SGMA Annual Report for the Upper San Luis Rey Subbasin (Water Year 2021)**

| | | Geoscience Support Services, Inc. | | | | | | | | | | |
|------------------------------|---|-----------------------------------|-----------------|------------------------|-------------------|---------------------------------|-----------------------|-----------|------------------|------------------------------------|-----------------|------------------|
| Task Description | Principal Hydrologist | Senior Modeler | Project Modeler | Project Geohydrologist | Associate Modeler | Senior Associate Geohydrologist | Technical Illustrator | Clerical | Geoscience Labor | Reimbursable Expenses ¹ | Total Cost | |
| Hourly Rate: | | \$274 | \$264 | \$244 | \$213 | \$189 | \$170 | \$155 | \$100 | | | |
| 1.0 | Data Collection and Analysis | | | | | | | | | | | |
| 1.1 | Evaluate Hydrologic Conditions and Sustainability Management Criteria (includes production of 2 sets of groundwater elevation contours, hydrographs, and change in groundwater storage plots) | 1 | | | 16 | 2 | 8 | 4 | | \$ 6,040 | \$ - | \$ 6,040 |
| 1.2 | Estimate Total Water Use (including any missing pumping and surface water diversions) | | 1 | 1 | 4 | 4 | 2 | | | \$ 2,456 | \$ - | \$ 2,456 |
| 1.3 | Spring Water Quality Sampling Event | 1 | | | 4 | | 35 | | | \$ 7,076 | \$ 9,605 | \$ 16,681 |
| 1.4 | Update GSP Database and Submit Monitoring Data | | | | 4 | | 4 | | | \$ 1,532 | \$ - | \$ 1,532 |
| | Subtotal Task 1.0: | 2 | 1 | 1 | 28 | 6 | 49 | 4 | 0 | \$ 17,104 | \$ 9,605 | \$ 26,709 |
| 2.0 | Prepare Draft and Final Annual Report | | | | | | | | | | | |
| 2.1 | Prepare Draft Annual Report | 4 | | | 24 | | 4 | 4 | | \$ 7,508 | | \$ 7,508 |
| 2.2 | Finalize Annual Report (assumes one round of comments) | 1 | | | 16 | | 1 | 1 | | \$ 4,007 | | \$ 4,007 |
| | Subtotal Task 2.0: | 5 | 0 | 0 | 40 | 0 | 5 | 5 | 0 | \$ 11,515 | \$ - | \$ 11,515 |
| 3.0 | Project Management and Meetings | | | | | | | | | | | |
| 3.1 | Project Management (includes weekly project update conference calls) | 2 | | | 16 | | | | | \$ 3,956 | | \$ 3,956 |
| 3.2 | Present Findings at Stakeholder Outreach Meeting (assumes virtual meeting) | 1 | | | 8 | | 4 | 4 | | \$ 3,278 | | \$ 3,278 |
| | Subtotal Task 3.0: | 3 | 0 | 0 | 24 | 0 | 4 | 4 | 0 | \$ 7,234 | \$ - | \$ 7,234 |
| TOTAL HOURS AND COST: | | 10 | 1 | 1 | 92 | 6 | 58 | 13 | 0 | \$ 35,853 | \$ 9,605 | \$ 45,458 |

Notes:

¹ Reimbursable Expenses include sampling supplies, equipment rental, field per diem, and laboratory costs for 15 wells. A 10% mark-up on all reimbursable expenses - excluding field staff per-diem - is included. GEOSCIENCE is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work GEOSCIENCE performs does not fall under prevailing wage rate categories



February 28, 2022

TO: Honorable President and Board of Directors

FROM: Amy Reeh, General Manager

SUBJECT: Approval of Revisions to the District's COVID-19 Prevention Plan

BACKGROUND

To ensure compliance with the ever-changing COVID-19 mandates, staff has revised the COVID-19 Prevention Plan as indicated.

Additional, on February 9, 2022 Governor Newsome signed into law SB114 which created new Labor Code Section 248.6; requiring employers to provide supplemental California Paid Sick Leave (CPSL) for COVID related leave. The law became effective February 19, 2022, is retroactive to January 1, 2022 and applies to employers with 26 or more employees.

Staff is asking Board direction as to whether they desire to extend this additional leave to District employees. The additional leave parameters are as follows:

The maximum amount of leave available to full-time employees is 80 hours; available in two separate leave banks. The amount of leave available to part-time employees is equal to the number of hours the employee is scheduled to work over one week (for each bank of leave).

1. Leave Hours from one "up to 40-hours" bank will be available only if the employee tests positive or is caring for a family member who tests positive for COVID-19.
 - a. In accordance with Government Code Section 248.6 (b)(2)(D)(ii) the District will require the Employee to submit to a diagnostic test on the fifth day after the initial positive COVID test was taken and provide documentation of those results. The Employer shall make such a test available at no cost to the Employee.
 - b. In accordance with Government Code Section 248.6 (b)(2)(D)(iii) the Employee must provide documentation of the family member's positive COVID-19 test results
2. Leave hours from the second "up to 40 hours" bank will be available only for other covered reasons (see below).
 - a. Employee is subject to a quarantine or isolation period related to COVID-19 as defined by federal, state or local orders or guidance.
 - b. Employee is advised by a health care provider to self-quarantine or isolate due to concerns related to COVID-19.
 - c. Employee or family member is attending an appointment to receive a COVID-19 vaccine or booster.
 - d. Employee or family member is experiencing symptoms related to a COVID-19 vaccine or booster that prevents the employee from being able to work.

COVID-19 Prevention Program (CPP) for Yuima Municipal Water District

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Date: ~~12-1-2020~~02-28-2022

Authority and Responsibility

General Manager or designee has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation and screening

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- The severity of the hazard will be assessed when observed and corrected immediately or within a 24-hour period.

The General Manager or Designee is responsible for timely correctionⁿ

Control of COVID-19 Hazards

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- All District staff will follow the recommend Cal/OSHA guidelines relative to social distancing requirements which could include, but not be limited to:
- Unvaccinated Staff will wear a face covering whenever entering a common area of the District.
- All unvaccinated staff will wear a face mask when entering any common area in the workplace: This includes the shared office space located in the District shop area.
- Operations staff will maintain a proper social distance and unvaccinated staff must wear when in the shop office together.

Face Coverings

All District staff will adhere to any State mandated face covering requirement that may be revised from time to time. Per State requirements; The District will provide NIOSH approved Respirator masks for all unvaccinated employees to wear when in District common areas and when in the presence of other staff members.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room
- Employees wearing respiratory protection in accordance with CCR Title 8 section 5144 or other safety orders.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

Any unvaccinated employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly- in accordance with Cal/OSHA for COVID-19 testing requirements for unvaccinated employees.

Engineering controls

We implement the following measures for situations where we cannot maintain at least six feet between individuals:

- Unvaccinated employees must wear a face covering at all times in accordance with Cal/OSHA requirements that may be revised from time to time.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- All District facilities will operate the mechanical air conditioning / heating system that circulates outside air during business hours. These systems will also maintain the indoor temperature to protect employees from heat hazard. The District will operate an air purifier in both the Administrative Office and the Shop Office

- These mechanical systems are maintained annually; including replacement of the air filter as required.
- Employees can open windows within their individual offices for outside air.
 - In the event there is an additional hazard such as wildfire smoke. All windows will remain closed.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- All common areas will be cleaned weekly
- Employees are responsible for sanitizing their individual offices / work area at least once daily. It is preferred that staff communicate through office intercom system rather than entering another staff member's office.
- If an employee uses a common area (such as the kitchen) they must immediately sanitize the area once they are done using it. Including the cleaning of any appliances (toasters, etc.).
- The District will provide all necessary supplies to disinfect / sanitize work areas and allow each employee adequate time to do so.

Shared tools, equipment and personal protective equipment (PPE)

- PPE must not be shared, e.g., gloves, goggles and face shields.
- Work equipment, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must not be shared, to the extent feasible. Office staff member has their own separate work area and should not utilize another staff members' workspace. Where there must be sharing, the items will be disinfected between uses by the employee who used last used the equipment.
- Sharing of vehicles is prohibited. Each field staff member has their own work truck that they are responsible for cleaning and sanitizing when necessary.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- The District has provided hand sanitizer at multiple locations within the District Headquarters and individual hand sanitizer for the operations / field staff to keep for use in their vehicles. The operations / field employees are responsible for requesting additional individual sanitizer when needed.
- The District office and shop facilities have multiple hand washing areas available which have been stocked with hand soap and disposable towels for drying. The shop employees request and are provided additional supplies when needed.
- District staff is encouraged to wash their hands with soap and warm water for at least 20 seconds whenever a hand washing station is available. Hands should be washed after every 5th application of hand sanitizer.
- Employees are permitted to bring their own preferred hand sanitizer providing the OSHA required "Safety Data Sheet" is available.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

- The District will follow all required respirator and eye protection use as required by section 3205(c)(E)

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- The District will conduct contact tracing to determine which employees came into close or direct contact with the infected staff member for more than 15 cumulative minutes in a 24-hour period.
- The District will notify those employees and provide District paid COVID testing to affected individuals.
- ~~Employees who have come into close contact as described above will follow the required Cal/OSHA quarantine protocol in affect at the time of exposure. Please note that secondary contact (contact with an individual who has not been confirmed to have or been exposed to COVID-19) is not direct or close contact and does not require quarantine protocol adherence.~~
- ~~Quarantine for 14 days or until negative COVID test results are received.~~
 - ~~Quarantine for 10 days beginning when employee exhibits COVID symptoms; remain quarantined until 24 hours after being symptom / fever free.~~
- The District will conduct deep cleaning (as determined necessary depending upon the severity of the exposure) to the affected area to ensure that no COVID virus is present before allowing employees to return to said area.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.
- Cal OSHA's emergency temporary standards on COVID-19 require employers with an outbreak (three or more confirmed cases in a workplace) to provide COVID-19 testing to all employees at the exposed workplace except for employees who were not present during the period of an outbreak identified by the local health department, ~~or the relevant 14-day period. All employees in the exposed workplace shall be tested and then tested again one week later.~~

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees should report any noticed or observed COVID-19 safety hazards to the General Manager so that the hazard can be corrected immediately or within a 24-hour period if possible.
- Employees should be confident in the fact that they can report symptoms and hazards without fear of reprisal; the District's goal is to keep all employees safe, healthy and working.
- The District is implementing these effective protection measures to ensure that all employees and employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- While COVID testing is not required unless significant exposure has been determined, employees can access COVID-19 testing through their primary care physician or through several other testing availability methods such as Rite-Aid and CVS Pharmacy. Testing is free through both of these facilities. While it is also not mandatory to do so, employees can use their District provided health insurance to pay for this testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.
- The COVID-19 Prevention Program is being reviewed with all employees so that employees are aware of their responsibility to protecting themselves and their coworkers

Training and Instruction

We will provide effective training and instruction that includes:

Revised ~~August 5, 2021~~ February 28, 2022

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
 - Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
 - The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
 - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
 - A negative COVID-19 test will not be required for an employee to return to work.
 - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
-

- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- More information regarding COVID-19 can be found at <https://www.cdc.gov/coronavirus/2019-ncov/faq.html>

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure ~~from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case~~ in accordance with the Cal/OSHA quarantine requirements.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.
- ~~The District will maintain the daily temperature and health questionnaire form record until it is deemed no longer necessary.~~

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - Any and all return to work criteria established by Cal/OSHA
- ~~At least 10 days have passed since COVID-19 symptoms first appeared.~~
- ~~COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.~~
- ~~A negative COVID-19 test will not be required for an employee to return to work.~~
- ~~If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.~~

This program is effective immediately and will be formally ratified by the Board of Directors at the next Board Meeting.

Amy Reeh, ~~Interim~~ General Manager

Date

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: General Manager or Designee

Date: 12-1-2020

Name(s) of employee and authorized employee representative that participated: Carmen Rodriguez, Breona Easley, Lynette Brewer.

| Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards | Places and times | Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers | Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation |
|--|------------------|---|---|
| District Office Common Areas - Kitchen - Main Office - Conference Room - Shop Office - District Service Area | Daily | All Staff | Daily Cleaning Limited Staff Interaction |
| Staff Meetings | Occasionally | All Staff | Staff Meetings will be held outdoors if needed and will include social distancing. |
| Board Meetings | Monthly | Board Members, Public, All Staff | Remote Attendance |
| Ventilation | Daily | All Staff | Windows in offices, shop, and common areas will be opened for additional ventilation during meetings. |
| Staff interaction with public while in the field | Daily | All Staff | Wear face covering and maintain proper social distance |
| General Process | Daily | All Staff | All Staff should wash their hands often and use provide hand sanitizer. |

Appendix B: COVID-19 Inspections

Date:

Name of person conducting the inspection: General Manager or Designee

Work location evaluated:

| Exposure Controls | Status | Person Assigned to Correct | Date Corrected |
|--|--------|----------------------------|----------------|
| Engineering | | | |
| Barriers/partitions | | | |
| Ventilation (amount of fresh air and filtration maximized) | | | |
| Additional room air filtration | | | |
| Administrative | | | |
| Physical distancing | | | |
| Surface cleaning and disinfection (frequently enough and adequate supplies) | | | |
| Hand washing facilities (adequate numbers and supplies) | | | |
| Disinfecting and hand sanitizing solutions being used according to manufacturer instructions | | | |
| Temperature and Covid Symptom Questionnaire of All Employees | | | |
| Limit Staff interaction in offices and common areas and maintain proper social distancing | | | |
| PPE (not shared, available and being worn) | | | |
| Face coverings (cleaned sufficiently often) | | | |
| Gloves | | | |
| Face shields/goggles | | | |
| Respiratory protection | | | |
| | | | |
| | | | |
| | | | |

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date:

Name of person conducting the investigation: General Manager or Designee

| | | | |
|---|--|---|--|
| Employee (or non-employee*) name: | | Occupation (if non-employee, why they were in the workplace): | |
| Location where employee worked (or non-employee was present in the workplace): | | Date investigation was initiated: | |
| Was COVID-19 test offered? | | Name(s) of staff involved in the investigation: | |
| Date and time the COVID-19 case was last present in the workplace: | | Date of the positive or negative test and/or diagnosis: | |
| Date the case first had one or more COVID-19 symptoms: | | Information received regarding COVID-19 test results and onset of symptoms (attach documentation): | |

Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):

| | | | |
|---|---|--------------|--|
| Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to: | | | |
| All employees who may have had COVID-19 exposure and their authorized representatives. | Date: | | |
| | Names of employees that were notified: | | |
| Independent contractors and other employers present at the workplace during the high-risk exposure period. | Date: | | |
| | Names of individuals that were notified: | | |
| What were the workplace conditions that could have contributed to the risk of COVID-19 exposure? | What could be done to reduce exposure to COVID-19? | | |
| Was local health department notified? | | Date: | |

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date:

Person that conducted the training: Amy Reeh, General Manager

| Employee Name | Signature |
|---------------|-----------|
| | |
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| | |

Appendix E: COVID-19 Supplemental Sick Leave

In the ever-changing world of COVID-19, on February 9, 2022 Governor Newsom signed into law SB 114 which created new Labor Code Section 248.6. The law takes effect immediately and is retroactive to January 1, 2022; however, an employer's obligation to provide 2022 COVID-19 supplemental California paid sick leave (CPSL) did not begin until February 19, 2022.

Attached hereto are flyers summarizing the 2022 COVID-19 Supplemental Paid Sick Leave. The maximum amount of leave available to full-time employees is 80 hours; available in two separate leave banks. The amount of leave available to part-time employees is equal to the number of hours the employee is scheduled to work over one week (for each bank of leave).

1. Leave Hours from one "up to 40-hours" bank will be available only if the employee tests positive or is caring for a family member who tests positive for COVID-19.

a. In accordance with Government Code Section 248.6(b)(2)(D)(ii) the District will require the Employee to submit to a diagnostic test on the fifth day after the initial positive COVID test was taken and provide documentation of those results. The Employer shall make such a test available at no cost to the Employee.

b. In accordance with Government Code Section 248.6(b)(2)(D)(iii) the Employee must provide documentation of the family member's positive COVID-19 test results

2. Additional leave hours from the second "up to 40 hours" bank for a total of 80 hours will be available only for other covered reasons (see below).

a. Employee is subject to a quarantine or isolation period related to COVID-19 as defined by federal, state or local orders or guidance. *Attached is the current workplace quarantine and isolation guidance for your reference.*

b. Employee is advised by a health care provider to self-quarantine or isolate due to concerns related to COVID-19.

c. Employee or family member is attending an appointment to receive a COVID-19 vaccine or booster.

d. Employee or family member is experiencing symptoms related to a COVID-19 vaccine or booster that prevents the employee from being able to work.

i) In accordance with Government Code Section 248.6 (b)(1)(D)(ii) the employee is limited to 3 days or 24 hours of leave for this purpose unless the employee provides verification from a health care provider that the covered employee or their family member is continuing to experience symptoms related to a COVID-19 vaccine or booster.

e. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

f. Employee is caring for a family member who is subject to a quarantine or isolation order or guidance or who has been advised to self-quarantine or isolate by a health care provider due to concerns related to COVID-19.

g. Employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

3. The Employee must determine how many CPSL hours they need to use. Employees get to choose whether they will use CPSL or some other paid leave benefit available to them by the District, or the law requires, to cover an absence.

The 2022 COVID-19 supplemental California paid sick leave remains in effect through September 30, 2022.

2022 COVID-19 Supplemental Paid Sick Leave

Effective February 19, 2022



Covered employees in the public or private sectors who work for employers with 26 or more employees are entitled to up to 80 hours of 2022 COVID-19 related paid sick leave from January 1, 2022 through September 30, 2022, immediately upon an oral or written request to their employer, with up to 40 of those hours available only when an employee or family member tests positive for COVID-19.

A full-time covered employee may take up to 40 hours of leave if the employee is unable to work or telework for any of the following reasons:

- **Vaccine-Related:** The covered employee is attending a vaccine or booster appointment for themselves or a family member* or cannot work or telework because they have vaccine--related symptoms or are caring for a family member with vaccine-related symptoms. An employer may limit an employee to 24 hours or 3 days of leave for each vaccination or booster appointment and any consequent side effects, unless a health care provider verifies that more recovery time is needed.
- **Caring for Yourself:** The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidance of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer with jurisdiction over the workplace; has been advised by a healthcare provider to quarantine; or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
- **Caring for a Family Member*:** The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provider to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.

A full-time covered employee may take up to an additional 40 hours of leave if the employee is unable to work or telework for either of the following reasons:

- The covered employee tests positive for COVID-19
 - The covered employee is caring for a family member* who tested positive for COVID-19.
- * A family member includes a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

Part-Time covered Employees: Part-time covered employees may take as leave up to the amount of hours they work over two weeks, with half of those hours available only when they or a family member* test positive for COVID-19.

Payment: If an employee took leave for one of the reasons identified above between January 1, 2022 and February 19, 2022, and that leave was either unpaid or compensated at a rate less than the employee's regular rate of pay, the employee may also request a retroactive payment. Payment is at the employee's regular or usual rate of pay, not to exceed \$511 per day and \$5,110 in total.

Retaliation or discrimination against a covered employee requesting or using COVID-19 supplemental paid sick leave is strictly prohibited. A covered employee who experiences such retaliation or discrimination can file a claim with the Labor Commissioner's Office. Locate the nearest district office by looking at the [directory on our website](http://www.dir.ca.gov/dlse/DistrictOffices.htm) <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the alphabetical listing of cities, locations, and communities or by calling 1-833-526-4636.

This poster must be displayed where employees can easily read it. If employees do not frequent a physical workplace, it may be disseminated to employees electronically.

III.
CLOSED SESSION

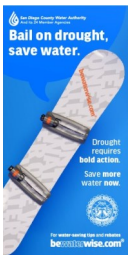
IV.
INFORMATION / REPORTS

GENERAL MANAGER'S NEWS & NOTES

MONTHLY NEWS & UPDATES

TOP NEWS

Co-Branded Ads Share Water-Saving Reminders



The Water Authority's Public Affairs Department has partnered with the outreach team at the Metropolitan Water District of Southern California to launch a joint outreach pilot program that shares drought messages with San Diegans.

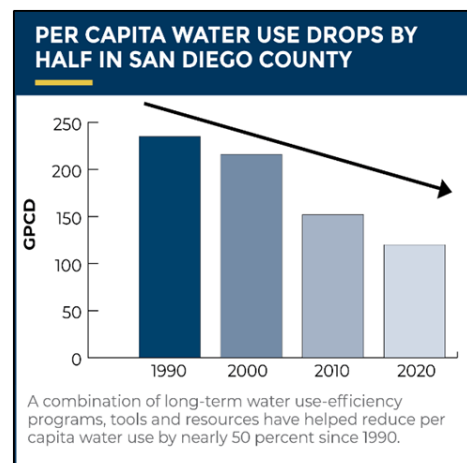
The co-branded ads launch in late January and feature creative concepts conceived by MWD and used across its six-county service area. The ad series features California cultural touchstones from smoothies and snowboards to Highway 101 and a Hollywood set – each with a unique water-saving twist.

In San Diego County, some of the ads will include a Water Authority logo, the first time in at least a decade the two agencies have formally collaborated on an outreach campaign. The ads will be featured on two billboards on Interstate 5 in South County, numerous transit stations and several community newspapers and/or websites are part of the joint package.

The agencies plan to review the partnership in April and assess next steps.

Nebraska Ag Leaders Learn about San Diego Region's Resiliency

On January 15, 2022, Water Authority General Manager Sandra Kerl was invited to speak to a group from the [Nebraska LEAD Program](#), which fosters agricultural leaders in Nebraska. Kerl provided an overview of California's water supplies and the Water Authority's efforts to provide a sustainable, resilient water supply and to support our region and thriving agricultural sector. Kerl touted the importance of the San Diego region's residents and businesses' commitment to water use efficiency, noting that San Diego County reduced its per capita water use by nearly half over the last 30 years, and the region's multi-decades long effort to achieve water reliability through diversification and local supply investments.



TOP NEWS

Nebraska Ag Leaders Learn about San Diego Region's Resiliency (continued)

Kerl highlighted how the Water Authority, through the Quantification Settlement Agreement, works with the Imperial Irrigation District by funding on-farm and system water conservation programs in the Valley and receiving the conserved water in return. This, combined with the canal lining projects, another conservation effort, now make up more than half of the San Diego region's supply. She noted that these large-scale conservation efforts amount to some of the most cost effective and reliable water to serve our region.

Kerl also spotlighted the region's agriculture sector, which includes more than 5,500 local farms and generates about \$4.8 billion in economic activity. She mentioned the Water Authority's [Agricultural Water Management Program](#), which supports local agricultural conservation efforts, and the [Permanent Special Agriculture Water Rate](#) for farmers and growers that can sustain sup-

ply interruptions during water shortages and emergencies in exchange for a lower water rate. The Nebraska LEAD Program fellows asked many questions and walked away impressed with San Diego's accomplishments.



Gerber daisies at a San Diego region nursery.

COMMUNITY OUTREACH

Changes to MWD's On-site Retrofit Program for Recycled Water

Through its [On-site Retrofit Program](#), the Metropolitan Water District of Southern California (MWD) provides subsidies directly to public and private property owners to convert irrigation or industrial water systems to recycled water. Eligible conversion costs include project design, permitting, construction costs, connection fees, and required recycled water signage. In January 2022, the MWD board authorized modifications to increase participation by extending the subsidy payment from five to ten years, so now participants will receive up-front subsi-

dies of \$1,950 per acre-foot, up to the actual cost of the conversion (based on \$195 per acre-foot annually for 10 years of water use). Additionally, MWD expanded the program to include retrofit projects that will offset the demand on MWD's untreated water system, in addition to its treated water system. For more information on the On-site Retrofit Program changes, please contact Water Authority Water Resource Specialist Jesica Cleaver at JCleaver@sdewa.org or 858-522-6764.

COMMUNITY OUTREACH

O&M Responds to Supply Chain Challenges

Due to a supply shortage of sodium hypochlorite in the summer of 2021 suppliers were unable to meet customer requests in a timely manner at times. Looking forward, the supply of sodium hypochlorite is expected to continue to be challenged to meet demand needs. To help with continued supply assurance, the Water Authority has proposed to enter into two service contracts which will provide redundant availability through different supply chains.



The Water Authority uses sodium hypochlorite (12.5% strength) to operate the Mission Trails Chlorine Injection System and to perform large-scale disinfection elsewhere within the transmission system. The chlorine injection

system allows the Water Authority to maintain high quality treated water and reduce the need to flush water due to nitrification and low demands. During treated water shut-downs, staff are required to disinfect the work areas within

the pipeline to properly prepare it to be placed back into normal operation ensuring water quality is not compromised.

The Water Authority issued a Request for Proposals (RFP) allowing for the award of a contract to more than one firm to replace an expiring contract. The RFP required the proposing firms to have a continuity plan to prioritize supply to public agencies who buy sodium hypochlorite to treat drinking water, ahead of other customers. The Water Authority received two proposals, one from the incumbent, Univar Solutions USA Inc. and the second from Waterline Technologies Inc. The two proposals were reviewed to ensure compliance with the RFP and both firms were acceptable based on each firm's history of excellent service, reliability, safety, quality of product, and cost control. In addition, the two firms utilize different supply chains, providing the Water Authority the ability to minimize the impacts of future supply shortages. This will help staff continue to achieve the on-going mission of the Water Authority to provide safe and reliable water to the region 24 hours a day and 365 days a year.

Water Authority Energy Recovery at Carlsbad Desalination Plant and Solar Panel Project highlighted in the Water Utility Climate Alliance (WUCA) Greenhouse Gas Mitigation Case Studies

The Water Authority is a founding member of WUCA, a coalition formed to provide leadership and collaboration on climate change issues affecting the country's water agencies. A core objective of WUCA's Strategic Plan is to develop practical examples and case studies of climate adaptation and mitigation to promote learning from others. The Greenhouse Gas Mitigation (GHG) Case Studies are examples of progressive GHG mitigation projects developed by water utilities and include lessons learned during implementation. Case studies represent a variety of projects from agencies across the nation and were selected based on scalability. Although

these projects are specific to water supply utilities, they may be applicable to other utilities (such as, wastewater and stormwater). The case studies were developed in partnership with the utilities profiled, and contacts are provided in each case study to facilitate follow-up and enable interested readers to learn more about implementing similar projects.

The Water Authority's Solar Panel Project and Energy Recovery System for the Carlsbad Seawater Desalination Plant are showcased in WUCA's GHG Mitigation Case Studies. To take advantage of the unique solar potential in Southern California, the Water Authority installed solar panels at three locations in 2011: Twin Oaks Valley Water Treatment Plant, Kearny Mesa Headquarters, and Escondido Operations Center. These panels have the potential of producing 2.5-million-kilowatt hours which accounts for 40% of energy needs at the treatment plant, 59% of the energy needs at Headquarters, and 43% of the energy needs at Escondido.

COMMUNITY OUTREACH

Water Authority Energy Recovery at Carlsbad Desalination Plant and Solar Panel Project highlighted in the Water Utility Climate Alliance (WUCA) Greenhouse Gas Mitigation Case Studies (continued)

The Energy Recovery System at the Carlsbad Desalination Plant is part of the plant's High-Energy Efficiency Design and uses state-of-the-art pressure exchanger technology. This system allows for recovery and reuse of a significant portion of the energy from the plant's reverse

osmosis process. The estimated annual reduction in electrical use totals 28,244-megawatt hours per year and results in a carbon footprint reduction of approximately 10,000 tons of carbon dioxide per year.

Additional information on the Water Authority's GHG Case Studies and other highlighted projects are available via the following link: [Greenhouse gas mitigation case studies \(wucaonline.org\)](https://www.wucaonline.org).

DEPARTMENT NEWS

Design Nearing Completion for Southern First Aqueduct Structure Rehabilitation Project

The Southern First Aqueduct Structures Rehabilitation project design is nearing completion. This project will rehabilitate pipeline structures along the First Aqueduct from Escondido to its terminus at the San Vicente Reservoir, as shown in Figure 1. The project continues rehabilitation efforts on some of the Water Authority's oldest assets that began with the Northern First Aqueduct project which completed in early 2021.



Figure 1 - Project Limits

The First Aqueduct is comprised of two pipelines built in 1947 and 1957 respectively, which stretch 35 miles from the point of delivery in northern San Diego County to San Vicente Reservoir. The First Aqueduct traverses the Cities of Escondido, San Diego, Poway, and unincorporated areas of San Diego County.

The Water Authority's Asset Management Program identified the need to rehabilitate the First Aqueduct pipeline structures to extend their service life. Pipeline structures are subterranean concrete vaults housing mechanical piping and valves for aqueduct operations. The rehabilitation work for this project includes reconstructing or abandoning 110 pipeline structures. An example of a rehabilitated structure is shown in Figure 2. The project also includes installing secondary aqueduct connections at two flow control facilities to maintain service during rehabilitation efforts, enhancing operational flexibility.



Figure 2—Example Rehabilitated

The First Aqueduct was constructed before communities were developed. As a result, many of the pipeline structures are now located in streets and adjacent to residences. Community coordination and outreach are planned to minimize construction impacts.

DEPARTMENT NEWS

Design Nearing Completion for Southern First Aqueduct Structure Rehabilitation Project (continued)

Valves required for this project were pre-procured in late 2020 to minimize potential construction impacts. The majority of the valves were delivered in January 2022 with the remainder scheduled to be delivered prior to

beginning construction work. By pre-procuring valves, it minimizes construction durations and potential schedule risks.

Construction will be phased to allow work on one pipeline at a time, minimizing water delivery impacts to member agencies. Construction is scheduled to start in Fall 2022 and will be completed in late 2024

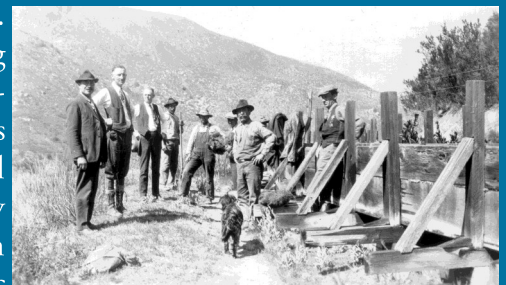
HEADWATERS

Redwood Flumes Once Delivered Water to San Diego



San Diego's near-perfect climate attracted people to the region for hundreds of years. But its rainfall wasn't adequate to sustain its growth. In the 1880s, a group of investors came up with a scheme to bring water into San Diego by building a flume. Entrepreneurs Theodore S. Van Dyke and William E. Robinson formed the San Diego Flume Company Inc. They invested \$900,000 (the equivalent of \$26.6 million today) to build an earthen dam and wooden flume to bring water to the growing city. Construction began in 1886 at Boulder Creek, eventually named Lake Cuyamaca. It took nine million board feet of redwood lumber to build the wooden flume consisting of trestles over ravines, tunnels, and siphons. The flume was caulked with cork and sealed with tar. It ran 33 miles along the south side of the San Diego River to the El Cajon Valley and into La Mesa, where the water flowed through pipes to the City Heights area of San Diego. It was such an achievement

that The San Diego Union featured the completion of the flume on the front page. During the dedication ceremony on February 22, 1889, dignitaries including California Governor Robert W. Waterman took a ride down the flume in flat-bottom boats from the diverting dam to El Cajon Valley to acknowledge the feat. It supplied water until suffering from drought in 1905. The flume proved costly to maintain, and profits tanked. When the El Capitan Reservoir opened at the site of the original flume dam in 1935, its useful days were over. Today, the San Diego County Parks and Recreation, along with the San Diego River Valley Preservation Conservancy and the Helix Water District, maintain the 1.5-mile Historic Flume Trail, where a small section of the original flume system is still visible.



HEADWATERS

YUIMA MUNICIPAL WATER DISTRICT
ADMINISTRATIVE REPORT

February 2022

Amy Reeh

General Manager

ANNEXATIONS/NEW SERVICE REQUESTS

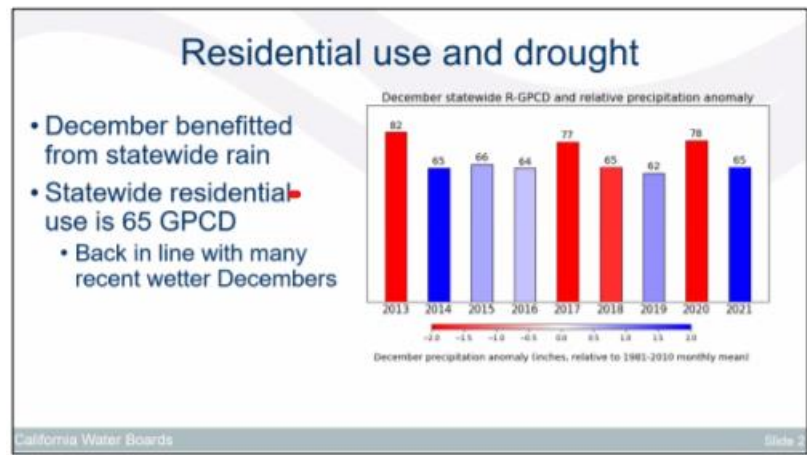
Pauma Valley Water Company (PVWC) * *UPDATE: There is still no resolution to the cherrypicking issue; however, it was suggested that some agricultural parcels may request to annex into the District depending on the cost to them. The problem becomes that the design of the new infrastructure is only designed to accommodate the 60 domestic parcels. Any agricultural meters would put a significantly larger demand on the system, requiring a revision to the current design.* The PVWC annexation is being paid for with grant funds and completed by the Sacramento State Water Program. The team is currently waiting for NV5 to complete the engineering reports, including the water impact study for Yuima. The Annexation Team met virtually on October 6th and it was discussed that the team had not yet met spoken to Metropolitan or LAFCO regarding the “cherry picking” of parcels. Sean Sterchi from the SDRCB indicated that this was a fatal flaw. It was made clear that the ability to only annex the domestic parcels and not the agriculture parcels must be approved. It was also discussed that a “plan b” needs to be developed to perhaps annex in all of the parcels but only give connections to Yuima to the domestic parcels. The team is currently waiting to see what discussions with Metropolitan and LAFCO reveal.

DISTRICT BUSINESS

Drought Situation – * *UPDATE: The San Diego County Water Authority enacted their Drought Contingency Plan – Level 1 at the October Board meeting. Yuima has been at Level 1 of their Drought Conditions Plan since 2016. In accordance with the plan Yuima will not increase it’s drought level until mandatory restrictions / cutbacks are implemented by either the State or SDCWA.* The current water situation along the Colorado River, Lake Mead and Lake Powell remain severe resulting in the first ever Lower Basin shortage and requiring cutbacks to Arizona, Nevada and Mexico. According to the Colorado River Drought Contingency Plan, once Lake Mead reaches a certain elevation, specific states will have their allocation of Colorado River supplies reduced. Beginning in 2022 Arizona, Nevada and Mexico will have a reduction in their Colorado River supply allocation. The State of California is the last state to have a reduction implemented. The reduction will occur if Lake Mead reaches the 1045’ elevation

At that time, California will have their Colorado River supplies reduce by 200,000 acre feet per year. If the elevation in Lake Mead reaches 1025-foot mark, then California will have its reduction increased to 350,000 acre feet per year. The current elevation level of Lake Mead is 1067.

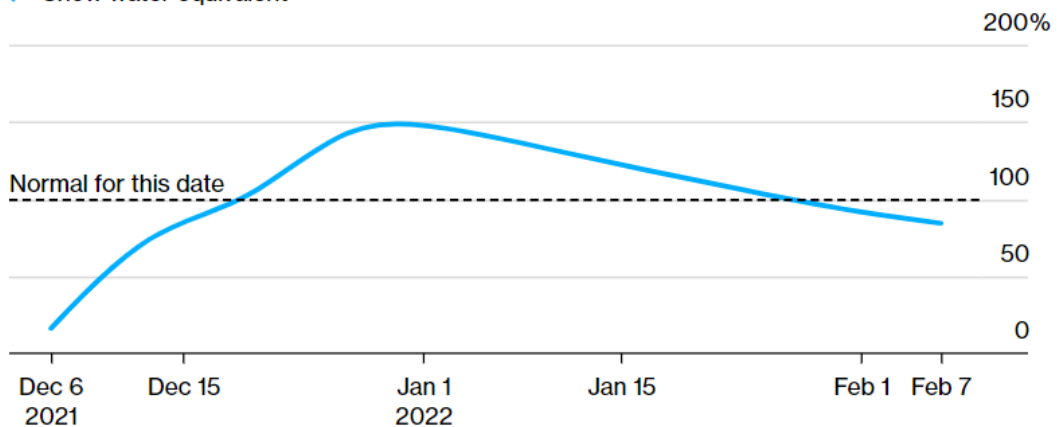
The month of December showed conservation efforts were increasing with a total statewide conservation of 16.2% from December 2020. December storms assisted in these conservation efforts. December precipitation numbers fall in line with historical numbers but experts state that the snow pack in the Sierras falls short of season averages.



False Hope

California has been getting drier since December's rain and snow stopped

✓ Snow water equivalent



Source: California Data Exchange Center

Note: Snow water equivalent is the amount of water that the snowpack contains and is used because it varies less drastically than snow depth.

REPORTING

Staff is currently working on the 2021 Consumer Confidence Report. These Reports, in addition to the EARS report are due on April 1st.

****UPDATE: SWRCB was onsite on February 9th to conduct another Sanitary Survey. This is the fourth survey since 2017 although surveys have historically been done every three years. The results of this survey were not available at the time this report was written but will be reported to the Board when available. This visit required staff to adjust the priority of assisting the SWRCB with updating their records and completing the documents discussed below.*** The State Water Resources Control Board (SWRCB) has requested that the District assist them with updating some records that are missing from their current operating permit file for Yuima. The SWRCB provided the District with a 66-page document to complete in assistance with completing their missing documents and information. The SWRCB was advised that we would assist as our workload and time permits but that we have limited staff and many other operational requirements that take precedence. *The District continues to work on this very cumbersome and time consuming task.*

Groundwater Sustainability Plan

The final Groundwater Sustainability Plan was submitted to DWR on January 31, 2022. DWR is reviewing the submission for completeness and will release the plan for DWR's 90 day comment period. It is unknown when the GSA will receive notification as to whether the Plan is approved, requires revisions (which allows 180 days to complete) or is denied. District staff will monitor the comments received and work with the members of the GSA to address and respond as necessary.

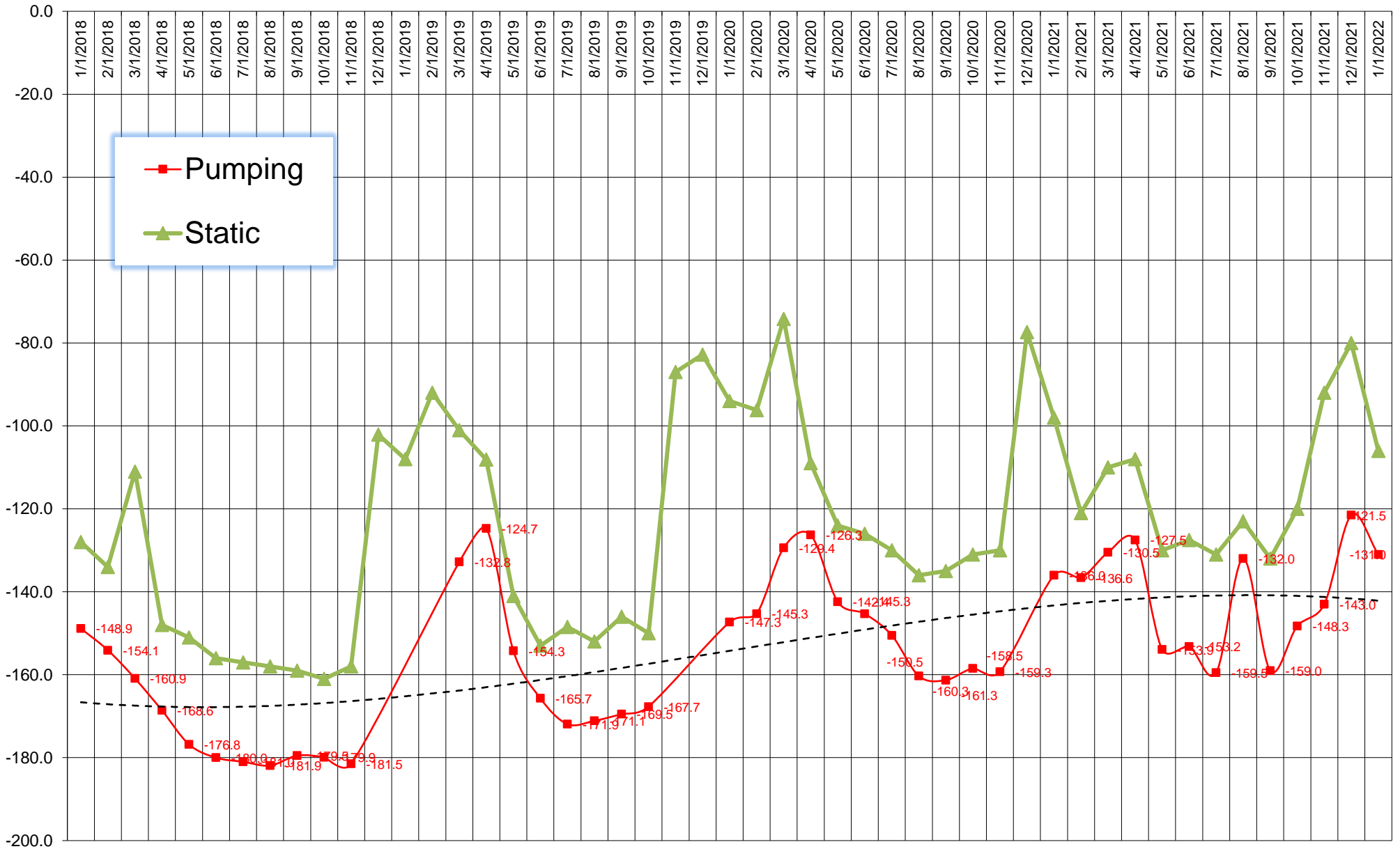
Yuima Municipal Water District - Production/Consumption Report

| YUIMA GENERAL DISTRICT | FISCAL | | | | CALENDAR | |
|---|--------------|--------------|---------------|---------------|--------------|---------------|
| | Jan-22 | Dec-21 | 2021-22 | 2020-21 | 2022 | 2021 |
| Produced and Purchased Water | | | | | | |
| 11-1590 IDA | 0.0 | 7.5 | 7.5 | 63.1 | 0.0 | 50.3 |
| 10-1009 SDCWA | 109.0 | 87.0 | 3236.7 | 5610.9 | 109.0 | 5015.4 |
| 10-1001 SCHOEPE | 7.2 | 6.0 | 39.0 | 124.8 | 7.2 | 93.0 |
| Total Produced and Purchased | 116.2 | 100.5 | 3283.3 | 5798.8 | 116.2 | 5158.7 |
| Consumption | | | | | | |
| CUSTOMERS GENERAL DISTRICT | 35.7 | 33.4 | 1178.0 | 2621.4 | 35.7 | 2143.6 |
| 10-2100 TAP 1 | 29.1 | 14.2 | 768.8 | 1063.4 | 29.1 | 1080.0 |
| 10-1590 TAP 2 | 19.5 | 39.7 | 797.1 | 1179.7 | 19.5 | 1114.3 |
| 10-1200 TAP 3 | 37.2 | 19.2 | 525.1 | 838.5 | 37.2 | 826.5 |
| Total Consumption - Yuima | 121.6 | 106.5 | 3269.0 | 5702.9 | 121.6 | 5164.4 |
| Storage Level Changes | 0.0 | 4.4 | 0.1 | 1.4 | 0.0 | 7.5 |
| Slippage - Acre Feet | -5.4 | -1.5 | 14.3 | 97.3 | -5.4 | 1.8 |
| Slippage % | -4.6 | -1.5 | 0.4 | 1.7 | -4.6 | 0.0 |
| IMPROVEMENT DISTRICT "A" | | | | | | |
| Produced Strub Zone Wells | | | | | | |
| 20-2012 RIVER WELL 12 | 0.0 | 4.3 | 101.6 | 204.0 | 0.0 | 197.9 |
| 20-2091 RIVER WELL 19A | 23.0 | 12.4 | 238.1 | 429.7 | 23.0 | 406.0 |
| 20-2020 RIVER WELL 20A | 16.3 | 12.1 | 66.4 | 227.7 | 16.3 | 133.2 |
| 20-2025 RIVER WELL 25 | 19.7 | 9.9 | 165.6 | 299.8 | 19.7 | 290.2 |
| 20-2022 FAN WELL 22 | 10.3 | 6.4 | 69.2 | 183.0 | 10.3 | 155.4 |
| Total Produced Strub Zone Wells | 69.3 | 45.1 | 640.9 | 1344.2 | 69.3 | 1182.6 |
| Produced Fan Wells | | | | | | |
| 20-2007 WELL 7A | 0.0 | 0.0 | 0.0 | 1.4 | 0.0 | 0.5 |
| 20-2000 WELL 10 | 0.0 | 0.0 | 0.0 | 2.9 | 0.0 | 0.1 |
| 20-2014 WELL 14 | 7.0 | 3.6 | 129.3 | 256.9 | 7.0 | 231.7 |
| 20-2017 WELL 17 | 4.1 | 3.3 | 69.2 | 141.5 | 4.1 | 122.4 |
| 20-2018 WELL 18 | 0.0 | 0.9 | 13.5 | 29.6 | 0.0 | 17.0 |
| 20-2023 WELL 23 | 0.2 | 0.7 | 26.3 | 48.4 | 0.2 | 45.7 |
| 20-2024 WELL 24 | 3.0 | 1.5 | 53.5 | 98.4 | 3.0 | 89.3 |
| 20-2029 WELL 29 | 2.4 | 1.6 | 60.5 | 105.3 | 2.4 | 96.0 |
| 20-20410-500 HORIZONTAL WELLS | 8.7 | 8.8 | 63.5 | 125.3 | 8.7 | 119.7 |
| Code K Usage WELL USE AGREEMENTS ("K") | 9.7 | 12.5 | 129.3 | 229.8 | 9.7 | 220.2 |
| Total Produced Fan Wells | 35.1 | 32.9 | 545.0 | 1039.5 | 35.1 | 942.7 |
| Total Produced Strub and Fan Wells | 104.4 | 78.0 | 1185.9 | 2383.7 | 104.4 | 2125.3 |
| Purchased Water | | | | | | |
| 10-2100 TAP 1 | 29.1 | 14.2 | 768.8 | 1063.4 | 29.1 | 1080.0 |
| 90 minus 20-2008 TAP 2 | 19.5 | 32.9 | 797.1 | 1179.7 | 19.5 | 1114.3 |
| 10-1200 TAP 3 | 37.2 | 19.2 | 525.1 | 838.5 | 37.2 | 826.5 |
| Total Purchased Water | 85.8 | 66.3 | 2091.0 | 3081.5 | 85.8 | 3020.8 |
| Total Produced and Purchased | 190.2 | 144.3 | 3277.0 | 5465.2 | 190.2 | 5146.1 |
| Consumption | | | | | | |
| CUSTOMERS IDA | 185.3 | 130.9 | 3089.8 | 5257.9 | 185.3 | 4851.0 |
| Interdepartmental to Y | 0.0 | 7.5 | 7.5 | 56.5 | 0.0 | 50.3 |
| Total Consumption - IDA | 185.3 | 138.4 | 3097.3 | 5314.3 | 185.3 | 4901.3 |
| Storage Level Changes | 4.3 | 2.1 | 4.0 | 2.2 | 4.3 | 4.8 |
| Slippage - Acre Feet | 9.2 | 8.0 | 183.6 | 153.0 | 9.2 | 249.7 |
| Slippage % | 4.8 | 5.6 | 5.6 | 2.8 | 4.8 | 4.9 |
| Combined General District and IDA | | | | | | |
| PRODUCED YUIMA | 116.2 | 100.5 | 3283.3 | 5798.8 | 116.2 | 5158.7 |
| PRODUCED IDA | 104.4 | 78.0 | 1185.9 | 2383.7 | 104.4 | 2125.3 |
| Total Produced and Purchased | 220.6 | 178.5 | 4469.2 | 8182.5 | 220.6 | 7284.0 |
| Consumption | 221.0 | 164.3 | 4275.3 | 7935.7 | 221.0 | 7044.9 |
| Storage Level Changes | 4.3 | 6.6 | 4.1 | 3.6 | 4.3 | 12.4 |
| Slippage - Acre Feet | 3.8 | 6.5 | 198.0 | 250.3 | 3.8 | 251.4 |
| Slippage % | 1.7 | 3.6 | 4.4 | 3.1 | 1.7 | 3.5 |

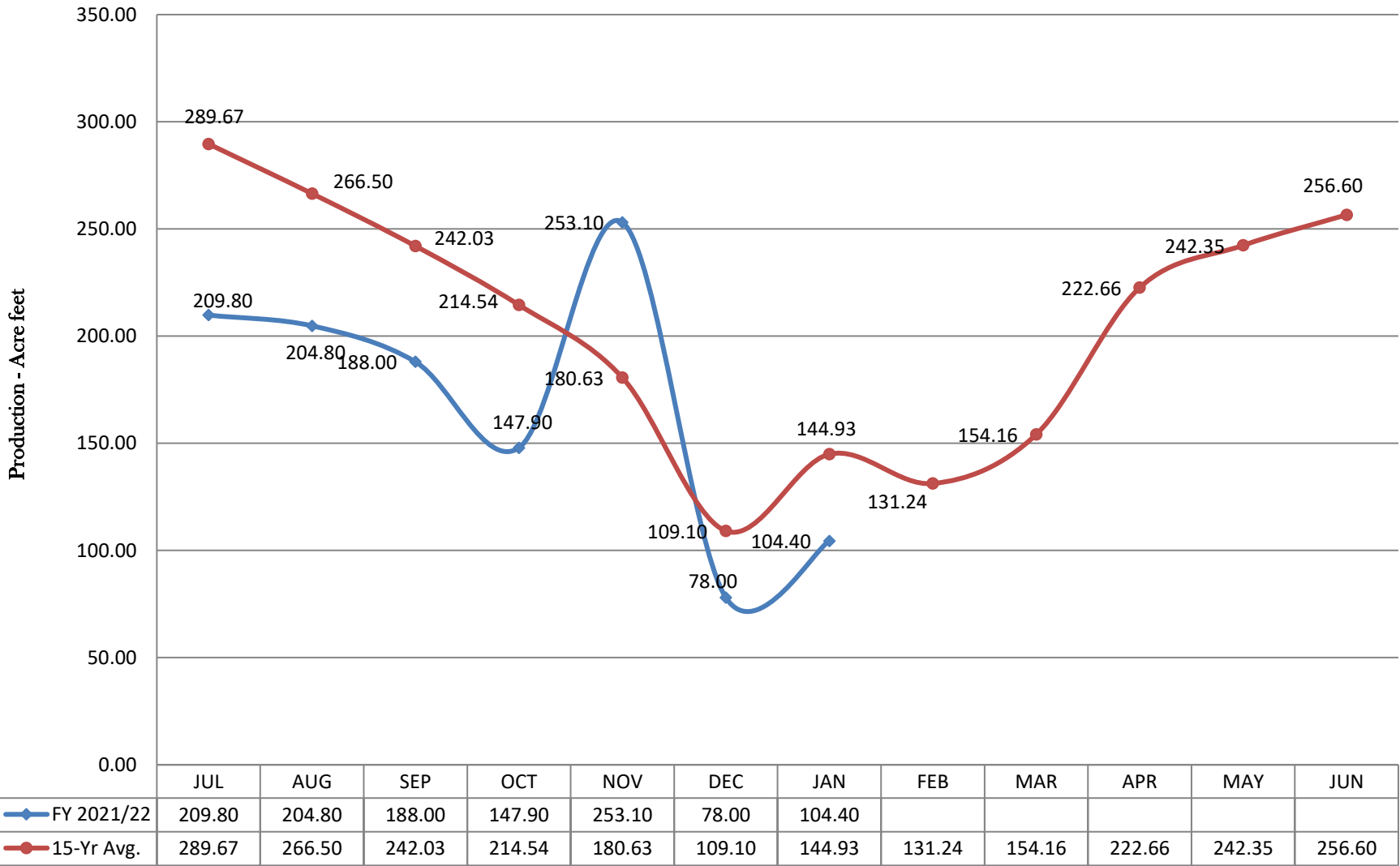
Notes:

Roberts Line Leak Slippage Estimate 0.92-1.15 AF Yuima General District

Yuima Municipal Water District
River Well Static (21A) and Pumping Levels
For Yuima Wells No. 12, 19A, 20A and 25
(Increasing Inverse = improving water levels)
Pumping and Static Levels (feet below ground level)
(Updated January 2022) 2018-Current



Yuima Municipal Water District
 Monthly Production of District Owned Wells
 Updated January 2022



YUIMA MUNICIPAL WATER DISTRICT

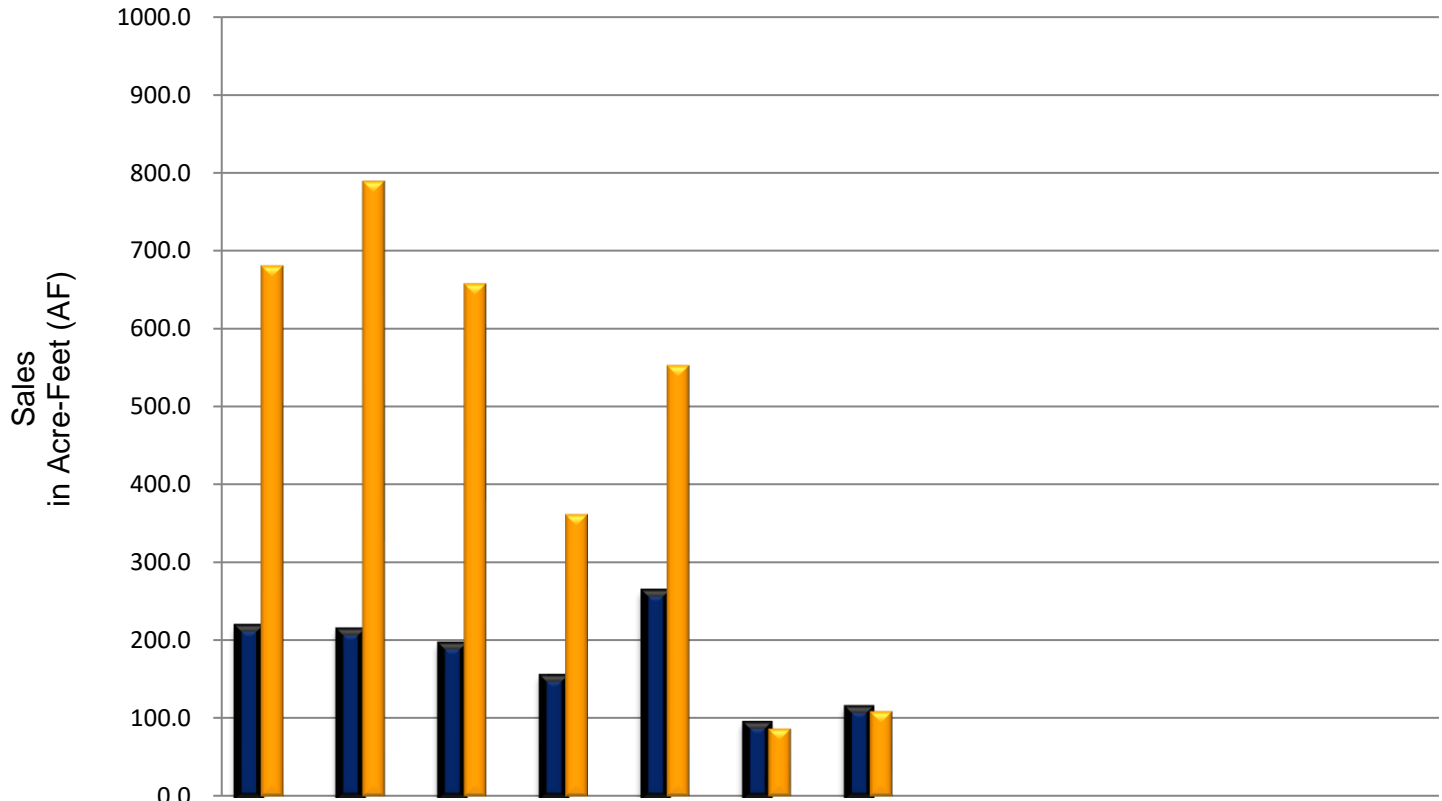
REPORT OF DISTRICT WATER PURCHASED AND PRODUCED

| | Month Comparative One (1) Year Ago | | | Fiscal Year to Date Comparatives | | |
|----------------------------|------------------------------------|--------|---------|----------------------------------|---------|---------|
| | Jan-22 | Jan-21 | %CHANGE | 2021/22 | 2020/21 | %CHANGE |
| LOCAL SUPPLY | 111.6 | 171.5 | -34.9% | 1232.5 | 1595.4 | -22.7% |
| AUTHORITY | 109.0 | 140.2 | -22.3% | 3236.7 | 3863.4 | -16.2% |
| TOTAL PRODUCED & PURCHASED | 220.6 | 311.7 | -29.2% | 4469.2 | 5458.8 | -18.1% |
| CONSUMPTION | 221.0 | 274.0 | -19.3% | 3492.3 | 5205.4 | -32.9% |
| % LOCAL | 50.6% | 55.0% | -4.4% | 27.6% | 29.2% | -1.6% |
| %AUTHORITY | 49.4% | 45.0% | 4.4% | 72.4% | 70.8% | 1.6% |

FISCAL YEAR ENDING JUNE 30 COMPARATIVES

| | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 | 2008 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LOCAL SUPPLY | 2571.6 | 2311.7 | 1688.5 | 2107.5 | 2058.1 | 2334.3 | 2726.6 | 3145.7 | 4199.9 | 4353.8 | 3356.5 | 2858.8 | 3729.7 | 2583.6 |
| AUTHORITY SUPPLY | 5610.9 | 4684.7 | 4819.6 | 4780.9 | 4470.6 | 3621.1 | 4468.4 | 4596.1 | 2149.3 | 1183.6 | 1617.7 | 2521.8 | 2347.0 | 3719.8 |
| TOTAL PRODUCED & PURCHASED | 8182.5 | 6996.4 | 6508.1 | 6888.4 | 6528.7 | 5955.4 | 7195.0 | 7744.8 | 6349.2 | 5537.4 | 4974.2 | 5380.6 | 6076.7 | 6303.4 |
| CONSUMPTION | 7879.3 | 6727.3 | 6351.1 | 6629.8 | 6379 | 5887.8 | 7175.6 | 7591.1 | 6310.3 | 5486.9 | 4959.0 | 5310.8 | 5909.0 | 6088.3 |
| % LOCAL | 31.4% | 33.0% | 25.9% | 30.6% | 31.5% | 39.2% | 37.9% | 40.6% | 66.1% | 78.6% | 67.5% | 53.1% | 61.4% | 41.0% |
| % AUTHORITY | 68.6% | 67.0% | 74.1% | 69.4% | 68.5% | 60.8% | 62.1% | 59.4% | 33.9% | 21.4% | 32.5% | 46.9% | 38.6% | 59.0% |

**YUIMA MUNICIPAL WATER DISTRICT
WATER PRODUCED & PURCHASED
2021-22**



| | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| LOCAL SUPPLY PRODUCED | 215.1 | 210.7 | 192.5 | 151.3 | 259.8 | 91.5 | 111.6 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| AUTHORITY PURCHASED | 680.2 | 788.8 | 657.5 | 361.6 | 552.5 | 87.0 | 109.0 | | | | | |
| TOTAL PROD/PURCH | 895.3 | 999.5 | 850.0 | 512.9 | 812.3 | 178.5 | 220.6 | | | | | |

**YUIMA MUNICIPAL WATER DISTRICT
2021-22 Capital Projects
As of January 31, 2022**

| | Job Number | Approved 2021-22 Budget | Approved Budget Carry Forward | Current Year Expenditures 2021-22 | Prior Year Expenditures Forward | Total Project Expenditures | Percent Expended to Budget |
|---|--|-------------------------------|-------------------------------------|---|---------------------------------------|----------------------------------|----------------------------------|
| 1 McNally Tank 2 Interior and Exterior Recoating | | | | | | | |
| | 10-600-60-6500-613 | \$450,000 | | | \$ - | \$ - | 0% |
| 2 Headquarters Solar Project | | | | | | | |
| | 10-600-60-6600-600 | \$0 | \$ 97,000 | \$ 43,500 | \$ 53,500 | \$ 97,000 | 100% |
| 3 Vehicle Replacement - 2 trucks | | | | | | | |
| | 10-600-60-6600-600 | \$0 | \$ 60,000 | \$ - | \$ - | \$ - | |
| Total General District Capital Projects - Proposed 2020-21 | | \$450,000 | \$ 157,000 | \$ 43,500 | \$ 53,500 | \$ 97,000 | 62% |
| 1. Pump Station 4 Pump Cover | | | | | | | |
| | 20-600-60-6300-680 | \$ 20,000 | \$ - | \$ - | \$ - | \$ - | 0% |
| 2. Pipeline & Facilities Replacements - IDA | | | | | | | |
| | Rincon Ranch Rd. 20-600-60-6500-671 | \$ - | \$ 340,000 | \$ 51,181 | \$ 271,854 | \$ 323,036 | 95% |
| 3 Pump Station 4 Bypass Valve | | | | | | | |
| | 20-600-60-6300-680 | \$ 9,764 | \$ - | | | | |
| 4 Dunlap CL2 Analyzer Building Replacement | | | | | | | |
| | 20-600-60-6300-680 | \$ 10,000 | \$ - | | | | |
| Total IDA Capital Projects - Approved for 2021-22 | | \$ 39,764 | \$ 340,000 | \$ 51,181 | \$ 271,854 | \$ 323,036 | 85% |
| Total Proposed General District & IDA Capital Projects 2021-22 | | \$ 489,764 | \$ 497,000 | \$ 94,681 | \$ 325,354 | \$ 420,036 | 85% |
| | | \$986,764 | | \$420,036 | | | |

YUIMA MUNICIPAL WATER DISTRICT
OPERATIONS REPORT

January 2022

Staff Report

WELLS

YUIMA General District

| WELLS | FLOW / GPM | STATUS |
|-------|------------|------------------------|
| PVW2 | 20 | IN SERVICE |
| PVW3 | 0 | OUT OF SERVICE - PUMP |
| PVW3R | 84 | IN SERVICE |
| PVW4 | 0 | OFF DUE TO WATER LEVEL |
| PVW5 | 0 | OFF DUE TO WATER LEVEL |

IDA

| WELLS | FLOW / GPM | STATUS |
|-------|------------|--------------------------------|
| 12 | 164 | IN SERVICE |
| 19A | 299 | IN SERVICE |
| 20A | 249 | Out of Service – Water Quality |
| 25 | 224 | IN SERVICE |
| 22 | 160 | IN SERVICE |
| | | |

| WELLS | FLOW / GPM | STATUS |
|-------|------------|--------------------------------|
| 3 | 0 | OFF DUE TO WATER LEVEL |
| 7A | 0 | Out of Service – Water Quality |
| 8 | 0 | OFF DUE TO WATER LEVEL |
| 9 | 0 | OFF DUE TO WATER LEVEL |
| 10 | 0 | Out of Service – Water Quality |
| 13 | 0 | OFF DUE TO WATER LEVEL |
| 14 | 224 | IN SERVICE |
| 17 | 120 | IN SERVICE |
| 18 | 135 | IN SERVICE |
| 23 | 53 | IN SERVICE |
| 24 | 119 | IN SERVICE |
| 29 | 106 | IN SERVICE |

| WELLS | FLOW / GPM | STATUS |
|-------|------------|------------|
| 41 | 19 | IN SERVICE |

| | | |
|----|----|----------------------|
| 42 | 31 | IN SERVICE |
| 43 | 0 | OFF DRILL BIT LODGED |
| 44 | 31 | IN SERVICE |
| 45 | 0 | OFF - SEDIMENT |
| 46 | 9 | IN SERVICE |
| 47 | 3 | IN SERVICE |
| 48 | 1 | IN SERVICE |
| 49 | 8 | IN SERVICE |
| 50 | 8 | IN SERVICE |

Well #18 – Supplies “Ag Only” open reservoirs at 135 gpm, Pettis and Dunlap and is being used to supply both reservoirs alternately as required.

Horizontal Wells – Per SWRCB all supplies must be used for AG only; cannot blend due to high Iron and Manganese. Supplies going into Dunlap open reservoir. Repairs to the Horizontal well line have been completed. The line was relocated to mitigate future damage that occurs in the deep, difficult to access ravine. The line now parallels the well line road and connects to the old Upper Catch line which also has been repaired.

BOOSTER STATIONS

| BOOSTER STATIONS | | |
|-------------------------|--------------|---|
| STATION | PUMPS | STATUS |
| PERRICONE | 1,2,3,4 | PUMP 1 - SEAL |
| FOREBAY | 1,2,3,4 | 2 OF THE 4 PUMPS HAVE BEEN PULLED FOR WARRANTY REPAIR |
| EASTSIDE | 1,2,3 | OK |
| 1 | 1,2,3,4 | OK |
| 4 | 1,2,3 | OK |
| 6 | 1,2,3 | OK |
| 7 | 1,2,3 | OK |
| 8 | 1,2,3,4 | OK |
| SCHOEPE | 1,2,3 | 3 OK, 1 & 2 DOWN |

RESERVOIRS AND TANKS

All tanks and reservoirs are currently in normal operation. However, there are some issues that need to be addressed in the near future.

- Dunlap tank is a bolt together, galvanized tank with a life expectancy of 25 years. The tank is currently 19 years old and has high level of corrosion on the interior due to the high levels of iron and manganese that comes from the horizontal well water. The District used the tank to blend the horizontal well water until May of 2019 when the SWRCB directed us to stop that practice and only use the well water for agricultural purposes.

Repair or replacement of the tank needs to occur. The District will seek information on all options available to make an informed decision as to what the best course of action will be. *SUPERIOR TANK TO EVALUATE AND MAKE REPAIR / REPLACEMENT RECOMMENDATION.*

- Eastside Tank was inspected and cleaned in May of 2019. The exterior of the tank was found to be in good condition with a few minor repairs. The interior of the tank, however, was found to be in extremely poor condition and was recommended to be recoated within the next three years. The tank should be re-inspected in 2022.
- Tank 1 – *INSPECTION AND CLEANING SCHEDULED FOR April 2022* was inspected and cleaned in 2019 and found to be in good condition. The exterior of the tank is in good condition. The interior of the tank is in good condition as well. The
- Tank 8 was also inspected and cleaned in May of 2019. The exterior is in good condition with a small roof repair needed. The tank exterior should be recoated within the next 3-5 years. The interior of the tank was found to be in poor condition and was recommend to be recoated within the next three years. The tank should be re-inspected in 2022.
- Perricone Tank *WAS LAST INSPECTED IN AUGUST 2021.* The interior and exterior of the tank was recoated in 2016. The exterior of the tank was found to be in very good condition. The interior of the tank was found to be in overall good condition. The tank does not need to be cleaned for 2-3 more years. There are a few minor areas of corrossions that can be fixed to mitigate any serious damage.
- Zone 4 Tank – *Cleaned and inspected – January 2022* – Some sediment, interior coating looked good, tank cleaned up nicely.
- McNally 1 Tank *SCHEDULED FOR CLEANING AND INSPECTION IN April 2022*
- McNally 2 Tank was inspected and cleaned in June 2019. *SCHEDULED FOR INTERIOR AND EXTERIOR RECOATING IN FY 2021/22.*
- Schoepe Tank *SCHEDULED FOR INSPECTION AND CLEANING IN APRIL 2022*
- Forebay tank is in excellent condition and due for inspection in August of 2021 (1 year after interior coating) and then every 3 years thereafter.
- All three nitrate analyzers have had the annual maintenance completed in August 2021.

Bacteriological samples

The Yuima and IDA distribution systems and all special raw water groundwater well bacteriological tests are taken on schedule and the District remains in compliance of all water quality standards.

Other required water quality testing

Due to repeated positive bacti tests on Well 20 the pump was removed, the well was videoed, scrubbed, and swabbed with chlorine. The well looks good and we are awaiting bacti test results from the lab. We continue to have a bacteriological issue with this well. We are now enlisting the assistance of the SWRCB to help us find a solution.

Well 23 has gradually increased in Nitrates. We are now reporting grab samples weekly to the SWRCB.

DISTRICT OPERATIONS PERSONNEL

No current limitations.

OTHER PROJECTS AND PROGRAMS

Pump Maintenance – Pump maintenance has been scheduled for all pumps at all pump stations except for Schoepe.

Forebay Pump Station – As previously reported to the Board, all pumps at the Forebay station have an issue with leaking oil. The first of two pump motors have been reinstalled on pumps three and four. Pump four is now operational and we are monitoring it. Pump three is out of service and waiting for pump contractor to supply oil. We currently have one motor in for repairs and the remaining pump needs to be repaired and pulled. We are hoping for a faster turnaround time on this motor since the contractor believes they know what is wrong with the motors.

CWA Emergency Storage Project (ESP) Valley Center MWD / Yuima MWD Inter-tie
The ESP project is moving forward and preliminary construction planning are at the 60% design phase. The project is due to start construction in early 2023 and should take about 1 month to complete.

Rincon Ranch Road Pipeline Replacement

This project has been completed.

Horizontal Well Road – Has been cleared of weeds and trees.

SAFETY PROGRAMS AND TRAINING

Staff continues with tailgate safety meetings. Individuals are training with JPIA.

WATER METERS AND SERVICES

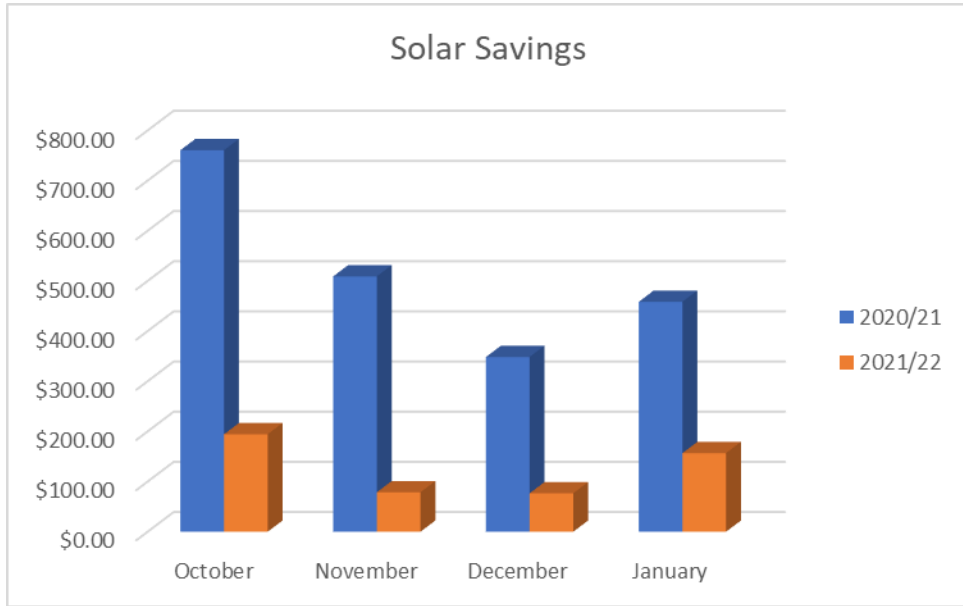
Meter Replacements, Downsizing and Removals

District staff is currently analyzing and replacing older meters in the District to help reduce slippage. Older prop meters tend to become less accurate, especially with the high usage District meters encounter. In an effort to optimize staff and make meter reading more efficient in the near future; all new meters installed are AMR meters that can be incorporated into the District's AMR meter reading program.

SOLAR SAVINGS

The solar project at the District office was completed in September 2021. The final project includes battery storage that is capable of maintaining operations for 24 hours. Battery storage should help with keeping the SDG&E demand charge low which is the fee charge in place of an actual per kWh cost that is charge to non-solar customers. Below is a summary of the savings realized to date.

| | October | November | December | January |
|----------------------|----------------|-----------------|-----------------|----------------|
| 2020/21 | \$760.56 | \$509.00 | \$348.37 | \$458.30 |
| 2021/22 | \$194.30 | \$78.64 | \$76.59 | \$156.69 |
| Total Savings | \$566.26 | \$430.36 | \$271.78 | \$301.61 |



RAINFALL RECORD 2021/2022 YUIMA SHOP

Location: 34928 Valley Center Road, Pauma Valley @ 1050' elevation

| | JULY | AUGUST | SEPT. | OCT. | NOV. | DEC. | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | |
|-----------------|------|--------|-------|------|------|------|-------|-------|-------|-------|------|------|------------|
| 1 | | | 0.04 | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | |
| 5 | | | | 0.40 | | | | | | | | | |
| 6 | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | |
| 8 | | | | 0.32 | | | | | | | | | |
| 9 | | | | | | 0.25 | | | | | | | |
| 10 | | | | | | 0.01 | | | | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | |
| 14 | | | | | | 1.54 | | | | | | | |
| 15 | | | | | | | | | | | | | |
| 16 | | | | | | 0.01 | | | | | | | |
| 17 | | | | | | 0.05 | 0.09 | | | | | | |
| 18 | 0.44 | | | 0.04 | | | 0.22 | | | | | | |
| 19 | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | |
| 22 | | | | | | | | | | | | | |
| 23 | | | | | | 0.69 | | | | | | | |
| 24 | | | | | | 1.14 | | | | | | | |
| 25 | | | 0.10 | 0.22 | | 0.06 | | | | | | | |
| 26 | 0.83 | | | 0.01 | | 0.35 | | | | | | | |
| 27 | | | 0.01 | | | | | | | | | | |
| 28 | | | 0.02 | | | 0.02 | | | | | | | |
| 29 | | | | | | 0.03 | | | | | | | |
| 30 | | | | | | | | | | | | | |
| 31 | | 0.30 | | | | 0.01 | | | | | | | TOTAL YEAR |
| TOTALS | 1.27 | 0.30 | 0.17 | 0.99 | 0.00 | 4.16 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.20 |
| 1987/88 (B) | 0.00 | 0.00 | 0.00 | 2.60 | 4.17 | 1.20 | 2.97 | 2.23 | 0.97 | 6.95 | 0.40 | 0.00 | 21.49 |
| 1988/89 (B) | 0.00 | 1.25 | 0.00 | 0.00 | 1.36 | 4.78 | 1.38 | 3.25 | 0.60 | 0.25 | 0.43 | 0.00 | 13.30 |
| 1989/90 (B) | 0.00 | 0.00 | 1.03 | 0.50 | 0.00 | 0.55 | 4.45 | 2.65 | 0.92 | 3.22 | 0.95 | 1.10 | 15.37 |
| 1990/91 | 0.32 | 0.93 | 0.00 | 0.16 | 0.83 | 0.85 | 1.30 | 2.60 | 13.10 | 0.20 | 0.00 | 0.00 | 20.29 |
| 1991/92 | 0.70 | 0.00 | 0.40 | 0.85 | 0.30 | 1.90 | 3.25 | 5.60 | 5.30 | 0.15 | 0.50 | 0.00 | 18.95 |
| 1992/93 | 0.00 | 1.75 | 0.00 | 1.55 | 0.00 | 5.10 | 17.25 | 8.60 | 1.55 | 0.00 | 0.00 | 0.70 | 36.50 |
| 1993/94 | 0.00 | 0.00 | 0.00 | 0.25 | 2.35 | 0.90 | 1.20 | 4.60 | 5.30 | 2.00 | 0.20 | 0.00 | 16.80 |
| 1994/95 | 0.00 | 0.00 | 0.00 | 0.40 | 0.80 | 0.75 | 9.35 | 3.00 | 9.40 | 2.00 | 0.75 | 1.10 | 27.55 |
| 1995/96 | 0.10 | 0.00 | 0.00 | 0.00 | 0.20 | 0.85 | 1.50 | 3.50 | 2.30 | 0.50 | 0.00 | 0.00 | 8.95 |
| 1996/97 | 0.00 | 0.00 | 0.00 | 0.00 | 4.55 | 2.40 | 6.35 | 0.75 | 0.00 | 0.00 | 0.00 | 0.00 | 14.05 |
| 1997/98 | 0.00 | 0.00 | 2.10 | 0.10 | 2.45 | 2.10 | 3.70 | 10.95 | 4.05 | 3.30 | 3.05 | 0.15 | 31.95 |
| 1998/99 | 0.00 | 0.00 | 1.15 | 0.00 | 2.45 | 1.36 | 1.93 | 1.00 | 0.80 | 2.32 | 0.05 | 0.50 | 11.56 |
| 1999/2000 | 0.25 | 0.00 | 0.10 | 0.00 | 0.10 | 0.25 | 0.60 | 5.20 | 1.55 | 0.95 | 0.45 | 0.00 | 9.45 |
| 2000/2001 | 0.00 | 0.00 | 0.05 | 0.98 | 0.45 | 0.00 | 2.80 | 6.20 | 1.70 | 1.70 | 0.50 | 0.00 | 14.38 |
| 2001/2002 | 0.00 | 0.00 | 0.00 | 0.00 | 1.35 | 1.90 | 0.60 | 0.15 | 1.80 | 0.65 | 0.00 | 0.00 | 6.45 |
| 2002/2003 | 0.00 | 0.00 | 0.20 | 0.00 | 2.85 | 3.60 | 0.25 | 6.40 | 3.45 | 2.10 | 0.65 | 0.00 | 19.50 |
| 2003/2004 | 0.00 | 0.40 | 0.00 | 0.00 | 1.55 | 1.55 | 0.70 | 4.25 | 0.75 | 1.05 | 0.00 | 0.00 | 10.25 |
| 2004/2005 | 0.00 | 4.40 | 0.00 | 7.20 | 1.55 | 4.55 | 8.70 | 6.60 | 1.75 | 1.05 | 0.10 | 0.00 | 31.90 |
| 2005/2006 | 0.50 | 0.00 | 0.10 | 1.85 | 0.00 | 0.50 | 1.75 | 2.45 | 3.55 | 2.65 | 0.50 | 0.00 | 13.85 |
| 2006/2007 | 0.00 | 0.20 | 0.30 | 0.40 | 0.05 | 1.40 | 0.50 | 2.70 | 0.30 | 0.80 | 0.10 | 0.00 | 6.75 |
| 2007/2008 | 0.00 | 0.25 | 0.00 | 0.20 | 0.50 | 5.30 | 5.80 | 3.80 | 0.60 | 0.00 | 1.00 | 0.00 | 17.45 |
| 2008/2009 | 0.00 | 0.00 | 0.00 | 0.00 | 1.60 | 4.95 | 0.05 | 4.45 | 0.30 | 0.75 | 0.00 | 0.00 | 12.10 |
| 2009/2010 | 0.00 | 0.00 | 0.00 | 0.00 | 1.10 | 3.65 | 7.45 | 4.00 | 0.55 | 2.60 | 0.00 | 0.00 | 19.35 |
| 2010/2011 | 0.20 | 0.00 | 0.00 | 3.15 | 1.45 | 8.60 | 1.25 | 4.40 | 2.65 | 0.30 | 0.40 | 0.05 | 22.45 |
| 2011/2012 | 0.00 | 0.00 | 0.15 | 0.65 | 2.65 | 1.20 | 1.15 | 2.05 | 2.25 | 3.15 | 0.10 | 0.00 | 13.35 |
| 2012/2013 | 0.00 | 0.00 | 1.50 | 0.40 | 0.45 | 2.70 | 1.50 | 1.25 | 1.70 | 0.10 | 0.40 | 0.00 | 10.00 |
| 2013/2014 | 0.28 | 0.00 | 0.00 | 1.48 | 0.15 | 0.40 | 0.25 | 0.95 | 2.95 | 0.80 | 0.00 | 0.00 | 7.26 |
| 2014/2015 | 0.00 | 0.20 | 1.00 | 0.00 | 1.00 | 4.90 | 0.70 | 0.90 | 1.60 | 0.75 | 1.20 | 0.50 | 12.75 |
| 2015/2016 | 1.90 | 0.30 | 1.70 | 0.35 | 0.90 | 2.65 | 3.40 | 1.15 | 1.50 | 0.75 | 0.40 | 0.00 | 15.00 |
| 2016/2017 | 0.00 | 0.00 | 1.00 | 0.16 | 1.75 | 4.37 | 7.17 | 6.05 | 0.20 | 0.00 | 1.34 | 0.00 | 22.04 |
| 2017/2018 | 0.07 | 0.12 | 0.13 | 0.00 | 0.00 | 0.00 | 3.18 | 0.88 | 2.55 | 0.01 | 0.12 | 0.00 | 7.06 |
| 2018/2019 | 0.00 | 0.00 | 0.00 | 1.27 | 2.51 | 1.63 | 2.34 | 7.98 | 1.68 | 0.40 | 1.83 | 0.12 | 19.76 |
| 2019/2020 | 0.00 | 0.00 | 0.30 | 0.00 | 4.17 | 2.46 | 0.17 | 0.64 | 5.39 | 5.96 | 0.03 | 0.20 | 19.32 |
| 2020/2021 | 0.00 | 0.00 | 0.00 | 0.07 | 1.52 | 0.79 | 1.09 | 0.06 | 1.55 | 0.51 | 0.10 | 0.02 | 5.71 |
| 34 Year Average | 0.13 | 0.17 | 0.33 | 0.72 | 1.39 | 2.36 | 3.12 | 3.57 | 2.49 | 1.41 | 0.46 | 0.13 | 16.26 |

**YUIMA MUNICIPAL WATER DISTRICT
DELINQUENT ACCOUNTS LISTING
1/31/2022**

| YUIMA | | |
|-----------------------|------------------------|---------------|
| <u>ACCOUNT NUMBER</u> | <u>PAST DUE AMOUNT</u> | <u>ACTION</u> |
| 01-0650-02 | 7,624.73 | Notice |
| 01-0688-06 | 81.09 | Notice |
| 01-0690-08 | 139.89 | Notice |
| 01-0693-03 | 528.51 | Notice |
| 01-0695-02 | 75.46 | Notice |
| 01-1036-00 | 141.17 | Notice |
| 01-1040-01 | 471.71 | Notice |
| 01-1041-01 | 46.59 | Notice |
| 01-1044-01 | 157.05 | Notice |
| 01-1049-07 | 615.11 | Notice |
| 01-1055-02 | 54.29 | Notice |
| 01-1071-08 | 91.31 | Notice |
| 01-1079-00 | 71.90 | Notice |
| 01-110-01 | 57.83 | Notice |
| 01-1224-00 | 534.17 | Notice |
| 01-1351-07 | 95.08 | Notice |
| 01-1421-06 | 109.05 | Notice |
| 01-1663-01 | 116.97 | Notice |
| | \$ 11,011.91 | |

| IDA | | |
|-----------------------|------------------------|---------------|
| <u>ACCOUNT NUMBER</u> | <u>PAST DUE AMOUNT</u> | <u>ACTION</u> |
| 02-2236-02 | 543.33 | Notice |
| 02-2471-04 | 110.50 | Notice |
| 02-2812-02 | 183.17 | Notice |
| 02-2826-02 | 537.12 | Notice |
| 02-2904-02 | 130.23 | Notice |
| 02-2984-09 | 1,511.54 | Lien Filed |
| 02-3354-03 | 91.77 | Notice |
| 02-3460-07 | 82.81 | Notice |
| 02-4015-07 | 52.38 | Notice |
| 02-4175-01 | 870.96 | Notice |
| 02-4181-00 | 236.73 | Notice |
| 02-5330-09 | 555.47 | Notice |
| 02-6199-05 | 39.65 | Notice |
| 02-6494-03 | 2,394.60 | Notice |
| 02-6500-00 | 31,258.27 | Lien Filed |
| 02-6650-03 | 2,140.83 | Notice |
| 02-6693-03 | 134.47 | Lien Filed |
| 02-6748-05 | 66.38 | Notice |
| 02-7125-00 | 1,377.16 | Lien Filed |
| 02-7249-01 | 5,323.15 | Lien Filed |
| 02-7435-00 | 64.61 | Notice |
| 02-7948-03 | 230.95 | Notice |
| 02-8946-04 | 61.55 | Notice |
| 02-9979-00 | 425.33 | Notice |
| | \$ 48,422.96 | |

LIENS FILED / TRANSFERRED TO TAX ROLL

for liens filed and transfer to tax roll:
July agenda
auditor and controller by Aug 10th

IV.
OTHER BUSINESS