

# U S L R G M A

## Upper San Luis Rey Groundwater Management Authority

### I. Call to order

### II. Roll Call

Administer Oath of Office to Directors

### III. Approval of the Agenda and Clarification of Required Votes for Each Action

### IV. Public Comment

### V. Election of Officers

Pursuant to Section 4.3 of the Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority successor to the Pauma Valley Groundwater Sustainability Agency, the Board shall elect a Chairperson, a Vice-Chairperson, and a Secretary.

### VI. Consent Calendar

- a) Approval of Minutes – *Nothing to Report*
- b) Approval of Accounts Paid and Payables – *Nothing to Report*
- c) Acceptance of Monthly Financial Reports – *Nothing to Report*

### VII. Action Discussion

- a) Proposed Resolution Providing for the Calling and Holding of Regular Meetings, Determining the Time and Place of Such Meetings, Determining How Its Records Shall Be Kept and a Policy for Closed Sessions, and Establishing Rules and Regulations Governing Procedure of Said Board.

*Background:* It is a statutory requirement that the Authority establish certain operating policies and procedures such as regular meeting times and locations, etc. The proposed resolution addresses those items, as well as confirms certain policies lined out in the Joint Powers Agreement.

*Recommendation:* That, should the Board agree, they approve the resolution as presented.

b) Appoint Board Treasurer

*Background:* Pursuant to Section 4.3 of the Joint Exercise of Powers Agreement the Board shall appoint a Treasurer if it does not desire Yuima to continue in this role. Best operating practice dictates it is wise to have two individuals, “acting together”, when conducting financial business such as the issuance of checks.

*Recommendation:* That, the Board appoint a Board Member as the Treasurer of the Authority.

c) Proposed Resolution Confirming Administrator of the Authority

*Background:* Section 4.10 of the Joint Powers Agreement appoints Yuima Municipal Water District as the Administrator of the Authority. This resolution appoints Amy Reeh as the Yuima staff member to act as Administrator.

*Recommendation:* That, should the Board agree, they approve the resolution as presented.

d) Approval of Service Agreement Between the Upper San Luis Rey Groundwater Management Authority and Yuima Municipal Water District.

*Background:* The proposed agreement addresses the Scope of Work to which Yuima will perform the Administrator duties and the cost of service. While the proposed contract indicates a monthly fee of \$1150.00 to the Authority; the Agreement stipulates that Yuima must be reimbursed actual reasonable costs. The proposed amount is based on an estimated amount of time and materials that will be spent. Yuima will bill for the base amount of \$1150 at the beginning of each month and any additional expenses above and beyond the \$1150 will be listed separately on the next month’s bill.

*Recommendation:* That, should the Board agree, they approve the contract as presented.

e) Proposed Resolution Authorizing the Treasurer and the Administrator to Execute Bank Documents and Establish a Bank Account for the Authority.

*Background:* As part of establishing the Authority’s administrative process a bank account will need to be established to make deposits and issue payments. This resolution provides authorization for the Treasurer and Administrator to establish that bank account.

*Recommendation:* That, should the Board agree, they approve the resolution as presented.

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- f) Discussion of Conflict-of-Interest Codes and Establishing Procedures for Board Member Filing of Form 700s.
  - g) Discussion of Budgeting and Long-Term Funding Options for Authority. Board to provide direction to Administrator.

### **VIII. Closed Session**

- a) Conference with Legal Counsel – Pending Litigation – 1 case, San Luis Rey Indian Water Authority v. Pauma Valley Groundwater Sustainability Agency – Pursuant to Government Code Section 54956.9

### **IX. Information / Reports**

### **X. Other Business**

Next Regular Meeting, Tuesday, September 20, 2022

### **XI. Adjournment**

**RESOLUTION NO. 01-2022**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE  
UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY  
SUCCESSOR TO  
THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY  
PROVIDING FOR THE CALLING AND HOLDING OF REGULAR MEETINGS, DETERMINING  
THE TIME AND PLACE OF SUCH MEETINGS,  
DETERMINING HOW ITS RECORDS SHALL BE KEPT, ESTABLISHING RULES AND  
REGULATIONS GOVERNING PROCEDURE OF SAID BOARD AND ADOPTING  
ADMINISTRATION AND STAFFING FOR THE AUTHORITY**

WHEREAS, The Upper San Luis Rey Groundwater Management Authority (“Authority”) was established by a Joint Exercise of Powers Agreement (“JPA Agreement”) on May 1, 2022 as a fourth amendment to that certain Memorandum of Understanding for the Development of a Groundwater Sustainability Plan dated June 27, 2017 (“2017 MOU”) which created the Pauma Valley Groundwater Sustainability Agency (“PVGSA”); and

WHEREAS, the JPA Agreement provides that the Authority, upon formation, shall serve as the successor to the PVGSA as the groundwater sustainability agency (“GSA”) for the Upper San Luis Rey Valley Subbasin (“Subbasin”) with the responsibility for implementing the Groundwater Sustainability Plan (“GSP”) submitted by PVGSA to the California Department of Water Resources (“DWR”).

WHEREAS, it is necessary for the Authority, in order to function as a separate joint powers entity, to establish certain administrative policies for the operation of the Authority; and

WHEREAS, said resolution is not in conflict with the JPA Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY, SUCCESSOR TO THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY, as follows:

1. The Regular meetings of the Board of Directors of the Authority shall be held within the boundary of the territory of at least one of the member agencies of the Authority. Regular meetings of the Board of Directors shall be held and noticed in accordance with the Ralph M. Brown Act and shall be held on the third Tuesday of each month at 2:00 p.m. Said meeting shall be held at the District offices of Yuima Municipal Water District or at such times and places as the Board of Directors of the Authority may, from time to time, determine and/or adjourn.
2. Special meetings of the Board of Directors of the Authority may be called at any time by the Chairperson of the Board of Directors of the Authority, a majority of the members of said Board of Directors, or the Administrator of the Authority after consultation with the Board Chairperson. Special meetings shall be noticed in accordance with the Ralph M. Brown Act.

3. If, at any time, any Regular meeting shall fall on a holiday, such meeting shall be rescheduled to a day and time as determined by the Board of Directors. If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet at the place designated for Regular meetings then such meetings shall be held for the duration of the emergency at such place as is designated by the Chairperson of the Board of Directors of the Authority.
4. All meetings of the Board of Directors of the Authority shall be open and public, and all persons shall be permitted to attend any open sessions of meetings of the Board of Directors; provided however, that nothing contained herein shall be deemed to prevent the Board of Directors from holding closed sessions in accordance with the Brown Act. Moreover, by this resolution the Board of Directors, the Authority hereby adopts the following policy regarding disclosure of information discussed during closed session of the Authority, as authorized by Government Code § 54956.96.
  - a. All information received by an Authority Director in closed session shall be confidential unless the Authority Board votes to release such information to the public. However, a Director of the Authority may disclose information obtained in a closed session that potentially has direct financial or liability implications for member agencies of the Authority to the following individuals at that Director's appointing member agency:
    - (1) Legal counsel of that appointing member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications;
    - (2) Other members of the legislative body of the appointing member agency, or members and staff of aligned entities in litigation, who are present in a closed session of that local agency member.
  - b. Any designated alternate member of the Authority Board who is attending a properly noticed meeting of the Board in lieu of the regular member may similarly attend closed sessions of the Authority in the absence of the regular member, and may disclose information received during closed session to their appointing member agency where authorized by Section 4.a.
  - c.
5. At the first meeting of the Board of Directors, the Board shall elect by majority vote, a Chairperson, Vice-Chairperson, Secretary and Treasurer.

At the first meeting of the Board of Directors, or as soon thereafter as practicable, the Board shall appoint, by majority vote, an Administrator, one or more Authority Attorneys and an Auditor, and each shall serve at the pleasure of the Board of Directors.

- a. At the first meeting of the Board of Directors in the Month of January of each even-numbered year, the Board of Directors shall appoint, by a majority vote, a Chairperson, Vice-Chairperson, Secretary and Treasurer.
- b. 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.

- c. No one person shall, at the same time, hold the offices of Chairperson and Secretary.
  - d. In the event the positions of Chairperson, Vice-Chairperson, Secretary, Treasurer, Administrator, Attorney or Auditor shall for any reason become vacant, the Board of Directors, by majority vote, shall appoint a qualified person to fill such vacated position.
6. In accordance with Section 4.5 of the JPA Agreement, 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 of the total appointed directors, plus one.. The Board of Directors of the Authority shall act only by ordinance, resolution or motion. No ordinance, resolution or motion shall be passed or become effective without the required affirmative vote of the number of directors specified in Sections 4.6 and 4.7 of the JPA Agreement, at any regular or special meeting. Ordinances, resolutions and motions shall all be adopted by roll-call vote and all ayes, noes and abstentions recorded in the minutes of the meetings of the Board of Directors.
  7. Except as otherwise provided by The Ralph M. Brown Act or an ordinance adopted by this Board of Directors, Rosenberg's Rules of Order, <https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>, are hereby adopted as the rules of practice and procedure Governing the conduct of the business before this Board of Directors. In the absence of the Chairperson, the Vice-Chairperson shall preside, and in the absent of both, the presiding officer shall be elected by a majority vote of the members of the Board of Directors.

The Chairperson, or the Vice-Chairperson in their absence, is authorized to vary the order of business where necessary to the orderly conduct of the Authority's business.

8. The Minutes of the Board of Directors shall be recorded in written form and kept by or under the direction of the Secretary of the Board of Directors in both a book and electronic format for that purpose entitled "Minutes of the Board of Directors of the Upper San Luis Rey Groundwater Management Authority". Unless otherwise expressly directed by the Board of Directors at the time of their adoption, all ordinances and resolutions adopted by the Board of Directors shall be referred to in the Minutes of the meetings of the Board of Directors by number and title. The same shall be recorded in full in books and electronic file, kept for that purpose, entitled "Ordinances" and "Resolutions" respectively.

The Chairperson or other person who may preside at the meeting and Secretary shall authenticate the minutes, ordinances and resolutions after these have been transcribed and adopted by the Board of Directors and, when so authenticated, shall constitute the official minutes, ordinances and resolutions of the Board of Directors of the UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY, successor to the Pauma Valley Groundwater Sustainability Agency.

All adopted Minutes, Ordinances and Resolutions shall be kept at the offices of the appointed Administrator of the Authority.

9. The Chairperson, in addition, may from time to time appoint one or more committees. The Treasurer, and such other person or persons as may be authorized by the Board of Directors, shall draw checks or warrants to pay demands on the Authority when such demands have been approved by the Board of Directors. The Authority Attorney (s)

shall be the legal advisor(s) of the Authority and shall perform such duties as may be prescribed by the Board of Directors.

10. The Board of Directors shall designate a depository to have the custody of the funds of the Authority, who shall give security sufficient to secure the Authority against possible loss and who shall be authorized to and shall pay checks drawn by the Authority for demands against the Authority when approved by the Board of Directors.
11. This Resolution may be amended by a majority vote of the members of the Board of Directors of the Authority at any properly noticed meeting by the adoption of a resolution amending any section of this resolution and rescinding this resolution.

PASSED AND ADOPTED at the initial regular meeting of the board of Directors of UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY SUCCESSOR TO THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY held on the 3<sup>rd</sup> day of August 2022, by the following vote to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, Chairperson

\_\_\_\_\_

\_\_\_\_\_, Secretary

**August 3, 2022**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh**

**SUBJECT: Appointment of Authority Treasurer**

**PURPOSE:** A Board Treasurer is needed to act in conjunction with the Administrator to establish a bank account, execute bank documents and issue checks.

**RECOMMENDATION**

That the Board of Directors accept nominations from the floor and appoint a Treasurer after any pertinent discussion is concluded.

SUBMITTED BY:



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**Amy Reeh**

**August 3, 2022**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh**

**SUBJECT: Appointment of Authority Administrator**

**PURPOSE:** While Section 4.10 of the Joint Powers Agreement appoints Yuima MWD as the Authority Administrator, this resolution appoints their General Manager, Amy Reeh as the specific staff member performing the Administrative duties. A specific appointment of an individual is need for purposes of being able to establish a bank account and be an authorized signer when establishing that account.

Following best practices of government financial policies, the Administrator and the Treasurer must act together to conduct any sort of financial business including the issuing of any disbursements from the established financial accounts.

**RECOMMENDATION**

That, should the Board agree, they approve the resolution as presented.

SUBMITTED BY:



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**Amy Reeh**

**RESOLUTION NO. 02-2022**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE  
UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY  
SUCCESSOR TO  
THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY  
ADOPTING ADMINISTRATION AGREEMENT FOR THE AUTHORITY**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY SUCCESSOR TO THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY as follows:**

WHEREAS, The Upper San Luis Rey Groundwater Management Authority (“Authority”) was established by a Joint Exercise of Powers Agreement (“JPA Agreement”) on May 1, 2022 as the successor to the Pauma Valley Groundwater Sustainability Agency, which by this Resolution and section 4.10, of the JPA Agreement, is to appoint the initial staff of the Authority

**1. Appointment of Administrator.**

Pursuant to Section 4.10 of the Agreement the Board hereby appoints Yuima Municipal Water District and its General Manager, Amy Reeh, as Administrator for the Authority vested with all the powers and responsibilities as set forth in the JPA Agreement, and any subsequently adopted bylaws, resolutions, and policies of the Authority,

PASSED AND ADOPTED at the regular meeting of the board of Directors of UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY SUCCESSOR TO THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY held on the 3<sup>rd</sup> day of August 2022, by the following vote to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**August 3, 2022**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh**

**SUBJECT: Approving Contract Between Yuima MWD & Authority for Administrative Services**

**PURPOSE:** Section 4.10 of the Joint Powers Agreement appoints Yuima MWD as the Authority Administrator, this resolution approves the contract between the Authority and Yuima MWD. The proposed monthly amount is based on an estimate of 10 hours per month plus use of Yuima's facilities, office machines, etc.

However, the Joint Powers Agreement specifies the Yuima shall be reimbursed 100% of reasonable costs to perform the specified Scope of Work. Yuima shall bill \$1150 at the beginning of each month and any additional costs that exceed the \$1150 will be billed on the following month's bill. Documentation such as time sheets, receipts, or details on expenses such as mailing costs will be included with each invoice.

**RECOMMENDATION**

That, should the Board agree, they approve the contract as presented.

SUBMITTED BY:



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**Amy Reeh**

SERVICE AGREEMENT BETWEEN THE UPPER SAN LUIS REY GROUNDWATER  
MANAGEMENT AUTHORITY AND YUIMA MUNICIPAL WATER DISTRICT

THIS AGREEMENT is made and retroactively effective to May 1, 2022, by and between the Upper San Luis Rey Groundwater Management Authority successor to the Pauma Valley Groundwater Sustainability Agency, a joint powers authority (“Authority” or “USLRMA”), and the Yuima Municipal Water District, a municipal water district (“Yuima”). Authority and Yuima are sometimes referred to herein as the “Party” or, collectively, the “Parties.”

**RECITALS**

WHEREAS, Authority is a public agency formed and operating under Section 6500, et seq., of the Government Code created pursuant to that certain agreement dated May 1, 2022 entitled “Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority (USLRMA)” (“JPA Agreement”) by and among Pauma Municipal Water District, Pauma Valley Community Services District, Yuima Municipal Water District, San Luis Rey Municipal Water District and Upper San Luis Rey Resource Conservation District; and

WHEREAS, the Board of Directors of the Authority desires to continue utilizing Yuima’s services, pursuant to Section 4.10 of the Joint Powers Agreement, for the purpose of providing certain services to the Authority; and

WHEREAS, Yuima has represented to the Authority that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.<sup>1</sup>

NOW, THEREFORE, based on the foregoing Recitals, the Authority and Yuima agree as follows:

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<sup>1</sup> Yuima has acted as the Administrator of the PVGSA since June 1, 2020 when it replaced San Diego County as Administrator of the GSA in Amendment 1 (Section 5) to the 2017 MOU, and it has administered grants related to the GSA and GSP implementation since the County’s withdrawal from PVGSA.

1. Scope of Services. Yuima shall be responsible for the services described in the Scope of Services, attached hereto as Exhibit "A" until such time as all grant obligations associated with development and implementation of the GSP in the Upper San Luis Rey Valley Subbasin are concluded.. Such services may include, but shall not be limited to, the following:

(i) Administration. Tasks to support the Authority and its Board of Directors including, for example, grant administration, long term funding mechanism development, coordinating meetings of the Authority, recording meeting minutes, and other Board Secretary related duties, coordinating legal representation of the Authority as necessary, and managing the contracts of all other Authority retained consultants. If included in the Scope of Services, Yuima may designate one of its senior financial officers to assist the Treasurer of the Authority.

(ii) Finance. Specified tasks, as set forth in the Scope of Services, related to monitoring, reporting, and analysis required to conduct financial activities of the Authority.

(iii) Other Services. Any other specified administrative tasks related to support and administration of the Authority, or implementation of SGMA in the Subbasin where directed by the Board of Directors.

2. Performance of Yuima's Obligations.

a. Location of Services. Whenever possible, all services to be provided by Yuima under this Agreement shall be carried out from Yuima's offices.

b. Yuima's Employees. When appropriate, Yuima shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("Yuima Employees") as part of their regular duties for Yuima. The Parties acknowledge and agree that at all times Yuima Employees shall remain under the exclusive control of the Yuima Board of Directors, a supervisor or manager that reports directly to the Yuima General Manager or the Yuima Board of Directors, or a management employee subject to the exclusive control of the Yuima Board of Directors, such as the Yuima General Manager. Subject to the Authority's power to set the overall budget for compensation of independent contractors, the Authority shall not have any right to control the manner or means in which the Yuima Employees perform services under this Agreement. Rather, Yuima shall have the sole and exclusive authority to do the following:

(i) Make decisions regarding the hiring, retention, discipline or termination of Yuima Employees. The Authority will have no discretion over those functions.

(ii) Determine the wages to be paid to Yuima Employees, including any pay increases. These amounts shall be determined in accordance with Yuima's published publicly available pay schedule and shall be subject to changes thereto approved by the Yuima board of directors.

(iii) Set the benefits of Yuima Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with Yuima's policies.

(iv) Evaluate the performance of Yuima Employees through performance evaluations performed by a management level employee that reports directly to the Yuima General Manager or the Yuima board of directors.

(v) Perform all other functions related to the service, compensation, or benefits of the Yuima Employees assigned to perform services under this Agreement.

b. Insurance. Yuima shall maintain comprehensive general public liability and automobile insurance policies in an amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence for all coverages and naming the Authority and its other Member Agencies as additional insureds, the cost of which shall be reimbursable to Yuima per Section 4.10 of the JPA Agreement. Yuima shall also maintain Workers' Compensation Insurance for its employees and agents with limits where prescribed by law. Written evidence in a form acceptable to the Authority of all insurance coverages shall be provided to the Authority upon request. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the Authority.

c. Indemnification. The indemnification obligations of the Parties shall be governed by Section 5.4 of the JPA Agreement. In the event Yuima retains the services of a contractor or subcontractor to assist Yuima in the performance of its duties as Administrator, Yuima shall require the contractor or subcontractor to procure and maintain a policy of comprehensive public liability and property damage insurance, at its sole cost and expense, adequate to protect the Authority.

3. Yuima's Compensation

a. Monthly Service Fee. Subject to the limitations in Section 3.c below, the Authority shall pay Yuima a Monthly Service Fee to compensate Yuima for the staff time of administering the Authority and the performance of its obligations set forth in Sections 1 and 2 above. This Monthly Service Fee shall be equal to \$1150.00 upon the effective date of this Agreement and may be revised as necessary by the Parties based upon annual inflation and Yuima's projections of the cost to perform its obligations under this Agreement.

b. Reimbursable Expenses. Yuima shall be reimbursed for expenses incurred for outside services, utilities, and materials as determined by Yuima to be appropriate and necessary for the performance of its obligations as set forth in Sections 1 and 2 above. An overhead rate, as approved in the Authority's annual budget, may be applied to reimbursable expenses as set forth above in consideration of Yuima's administrative efforts to procure and pay for the reimbursable items.

c. Not-To-Exceed-Amount. The Monthly Service Fee shall not exceed the Authority's annual fiscal year budget for such Fee, except with the approval of the Authority. However, reimbursable expenses incurred by Yuima as Administrator, where authorized by Section 4.10 of the JPA Agreement, shall be properly reimbursable to Yuima in addition to the Monthly Service Fee. Yuima shall keep a record of all materials provided and services performed. If requested by the Authority, Yuima shall provide a detailed billing statement in support of Yuima's billing. Yuima's invoices shall be paid monthly.

4. Miscellaneous.

a. Commencement and Termination of Services. Yuima shall begin providing services under this Agreement retroactive to May 1, 2022. Yuima shall provide services under this Agreement until the terms and conditions of the existing grants have been fulfilled. At that time, the Board can appoint a different administrator or extend this agreement; provided, however, that either Party may terminate this Agreement, [with/without] cause, upon 60 days prior written notice. [Cause for termination by the Authority of this Agreement shall be limited to failure or inability to competently perform any of the obligations set forth in Sections 1 and 2.]

b. Compliance with Law. Yuima shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, Yuima shall immediately notify the members of the Authority in writing of the fact and the reasons therefor.

c. Independent Contractor. Yuima shall perform the services required under this Agreement as an independent contractor, and not as an employee of Authority. Yuima shall use its own employees, contractors and subcontractors in the performance of the services required by this Agreement and those employees, contractors and subcontractors shall not be deemed employees, contractors or subcontractors of the Authority. Yuima Employees assigned to provide services under this Agreement on behalf of Yuima shall be under the exclusive control of Yuima and shall remain employees of Yuima and shall not be employees of the Authority.

d. Dispute Resolution. Any disputes regarding this Agreement shall be subject to the Dispute Resolution provisions under Section 8.6 of the Joint Powers Agreement.

e. Assignment. Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by Yuima without the prior approval of the Authority Board.

f. Further Acts. Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

g. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

UPPER SAN LUIS REY GROUNDWATER  
MANAGEMENT AUTHORITY

YUIMA MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

\_\_\_\_\_  
Roland Simpson, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY  
ADMINISTRATION & MANAGEMENT CONTRACT BREAKDOWN  
2022-23**

2022-23

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**LABOR**

Administrative matters: Correspondence, Agenda Preparation, Board Packet Preparation and Posting, Minutes preparation, Board meeting attendance, Website setup and maintenance, monthly financial preparation, record retention.

120 hours per year @ \$112.27 per hour

13,472.40

*Note: Annual hours is an estimate that may need to be adjusted based on amount of hours actually worked*

**PHOTO COPIES/POSTAGE/ WEBSITE & EMAIL COSTS**

Additional Cost to billed to JPA when necessary

**OFFICE FACILITIES:**

Storage & scan of company records,  
use of board room, telephone, Financial and Misc Software,  
business machines, equipment use, misc. office  
supplies.

327.56

**TOTAL ANNUAL COST**

\$ 13,799.96

**TOTAL MONTHLY COST**

\$ 1,150.00

**August 3, 2022**

**TO: Honorable President and Board of Directors**

**FROM: Amy Reeh**

**SUBJECT: Resolution Setting Authorized Signatures to Establish Authority Bank Account**

**PURPOSE:** The Authority needs to establish a bank account to conduct financial business.

**RECOMMENDATION**

That the Board authorize the appointed Treasurer and Administrator, Amy Reeh, as authorized signers to establish Authority bank account.

SUBMITTED BY:



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**Amy Reeh**

**RESOLUTION NO. 03-2022**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE  
UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY  
SUCCESSOR TO  
THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY  
AUTHORIZING THE AUTHORITY TREASURER AND ADMINISTRATOR TO EXECUTE  
BANK DOCUMENTS**

WHEREAS, being the duly constituted Secretary of the Upper San Luis Rey Groundwater Management Authority (“Authority”), a joint powers authority, organized and existing under and by the virtue of the Laws of the State of California, does hereby certify that the following is a true and complete copy of a resolution duly adopted at a meeting of the Board of Directors of the Authority duly called and held August 3, 2022 at which a quorum was present and voting;

WHEREAS, said resolution is still in full force and effect and has not been rescinded; and

WHEREAS, said resolution is not in conflict with the Joint Powers Agreement that created Authority.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY as follows:

1. The Authority Treasurer, \_\_\_\_\_ and the Authority Administrator, Amy Reeh, are hereby fully authorized and empowered on behalf of the Authority to open and maintain an account with California Bank & Trust (“Bank”) and “acting together” are able to transact all necessary business with Bank, including the signing and negotiating of all checks, money orders and related financial documents.
2. This resolution shall remain in full force and effect until written notice of the revocation shall be delivered to the Bank.
3. I further certify that the following is a true and correct list of the present officers of the Authority.

Chairperson \_\_\_\_\_

Vice-Chairperson \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

PASSED AND ADOPTED at the regular meeting of the board of Directors of UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY SUCCESSOR TO THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY held on the 3<sup>rd</sup> day of August 2022, by the following vote to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

\_\_\_\_\_  
\_\_\_\_\_, Secretary