

# SAN LUIS REY INDIAN WATER AUTHORITY

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January 7, 2022

Ms. Amy Reeh  
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Yuima Municipal Water District  
P.O. Box 177  
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Via email to: [gsa@yuimamwd.com](mailto:gsa@yuimamwd.com)

**SUBJECT:** Comments on draft Groundwater Sustainability Plan for the Upper San Luis Rey Valley Groundwater Basin

Dear Ms. Reeh:

In response to the Pauma Valley Groundwater Sustainability Agency's official public notice regarding the release of the draft Groundwater Sustainability Plan (GSP) for the Upper San Luis Rey Valley Groundwater Basin, please find attached a copy of the San Luis Rey Indian Water Authority's (SLRIWA) comments on the draft GSP. As part of the SLRIWA's comments, please also find attached a timeline of events spanning the GSA's activities as they related to the SLRIWA and the administrative actions taken to form the GSA and develop the GSP.

Please let me know should you have any questions regarding our comments on the draft GSP.

Sincerely,

Bo Mazzetti  
President  
San Luis Rey Indian Water Authority

## I. GENERAL COMMENTS

A. Contrary to Water Code sections 10727, 10724 and 10735.2(a), the entity that purports to be the GSA for the San Luis Rey Upper Basin (Upper Basin, or Basin) does not cover the entire basin. This threshold issue should be decided before any provisions of the Purported GSP are considered or evaluated.

B. The Upper San Luis Rey Basin Resource Conservation District (RCD) is not a “local agency” as that term is defined in Water Code section 10721(a), and RCD therefore does not cover any land within the defined Upper Basin.

C. The reservations of the La Jolla, Rincon, Pauma, and Pala Bands of Mission Indians (Bands) and the fee land acquired and owned by those Bands cover approximately 38% of the Upper Basin. Notwithstanding the extensive efforts of the San Luis Rey Indian Water Authority (SLRIWA) and the Bands to participate voluntarily in governance of the Upper Basin GSA pursuant to Water Code sections 10720.3(c) and (d), (including an offer to contribute up to \$400,000 on a matching basis toward the cost of a mutually agreed upon consultant), the entities that now purport to be the Upper Basin GSP refused to enable the GSP consultant to consider or assess how the Bands’ federally reserved water rights could, should, or would be “respected in full” or how any water rights would and could be considered or assessed by the GSP consultant.

D. By refusing to allow the agreed-upon consultant to consider or assess the Bands’ federally reserved water rights and by preventing SLRIWA and the Bands from meaningfully participating in the development of an Upper Basin GSP, the Purported GSA demonstrated that it is not qualified or capable of having any role or responsibility with respect to the management of the Bands’ federally reserved water rights to groundwater in the Upper Basin pursuant to Water

Code section 10720.3(d). Pursuant to section 10720.3(d), the only alternative is for the State Board to assume responsibility for carrying out that responsibility.

E. The Purported GSA violated Water Code section 10720.3(c) by preventing SLRIWA and the Bands from voluntarily participating in the preparation or administration of an Upper Basin GSP.

F. The Purported GSA also violated Water Code section 10720.3(d) by refusing to fairly and seriously consider now the Bands' federally reserved water rights could, should, or might be respected in full in the management of an Upper Basin GSP.

G. The Draft GSP mistakenly states (on page 1-3, Section 1.3.3.1) that the Bands' federally reserved water rights "are ... not a right that a federal or tribal entity can claim without going to court in an appropriate adjudication." To the contrary, SGMA expressly states in Water Code section 10720.3(d) that federally reserved rights to groundwater "shall be respected in full" in the management of groundwater basins by a groundwater sustainability agency or by the State Board. Since the Purported GSA has excluded the Bands and their reservations from the Upper Basin GSA and GSP, the State Board must carry out SGMA's directive to "respect [the Bands' federally reserved water rights] in full." Nothing in SGMA or in any other state or federal law prohibits the State Board from fulfilling that statutory responsibility.

H. The Draft GSP also misleadingly and incorrectly asserts (in Section 1.3.3.1) that no federally reserved water rights adjudicated to the SLRIWA or its members have been placed into trust by the United States. Section 3605 of the WINN Act of December 16, 2016, amends the San Luis Rey Indian Water Rights Settlement Act and states: "Notwithstanding any other provision of law, including provisions of this Act, the [San Luis Rey] Bands had, have, and continue to possess federally reserved rights and other rights held in trust by the United States."

Those federally reserved rights of the Bands are described in the settlement documents negotiated among and signed by the United States, the San Luis Rey Indian Water Authority, the five Bands, the City of Escondido, and the Vista Irrigation District.

**II. THE BANDS’ FEDERALLY RESERVED AND OTHER WATER RIGHTS**

A. In the 1980s the United States Department of Justice entered into a contract with Boyle Engineering Company (Boyle) to undertake a study of the Bands’ federally reserved water rights for use in the then pending litigation in the United States District Court for the Southern District of California, Nos. 69-217-S, 72-271-S and 72-276-S and before the Federal Power Commission, (which subsequently became the Federal Energy Regulatory Commission), Project Nos. 176 and 599, Docket Nos. E-7562 and 7655. Boyle subcontracted some of the work under that contract to Stetson Engineers.

B. The Boyle/Stetson Report (attached as Exhibit A to these comments) was completed in November of 1984. The Report reached the following conclusions regarding the net practicably irrigable acreage within the 1984 boundaries of the La Jolla, Rincon, San Pasqual, Pauma, and Pala Reservations, and the average annual diversion requirements needed to serve that land:

<b>Reservation</b>	<b>Net Practicably Irrigable Acres</b>	<b>Average Annual Irrigation Diversion Requirement (acre-feet)</b>
La Jolla	1,407.2	3,318
Rincon	2,324.1	5,777
Pauma	189.7	444
Pala	3,557.8	8,638
<b>Totals</b>	<b>7,478.8</b>	<b>18,177</b>

C. The La Jolla, San Pasqual, Rincon, Pauma and Pala Bands have acquired large amounts of land since 1984, and a significant amount of that land has been taken into trust and added to the reservations that existed in 1984. The maps attached to this document (see Exhibit B) include land that has been added to the five reservations since 1984 and also show the land that has been acquired by the Bands but not yet added to their reservations.

D. In addition to their federally reserved rights, the Bands own additional water rights under state law by virtue of their acquisitions that has not yet been added to their reservations.

E. A general stream adjudication is not needed to consider or assess the amount and priority of the Bands' federally reserved water rights. The Boyle/Stetson Report evaluates the suitability and feasibility of irrigated agricultural production on the five reservations. The evaluation considered factors affecting crop suitability including climate, irrigation water, soil physical/chemical properties, and the capital and operation costs of supplying water for investigation. The land found to be irrigable on the reservations in the Basin are similar to lands in agricultural production throughout the Basin, which can be observed on the land in the Basin adjacent to the reservations which have agricultural operations right up to the reservation boundaries. The approach used to estimate groundwater production in the Basin for the GSP included use of crop water use factors applied to irrigated land areas to determine the annual groundwater production. This approach could have been applied to the underdeveloped land on the reservations in the Basin to approximate the Bands' federally reserved water rights. Under the Waters Doctrine, the priority of the Bands' federally reserved water rights is based on the dates the reservations were established and when their additional acquired land was added to the reservations. Most of the land within the La Jolla, Rincon, San Pasqual, Pauma and Pala Reservations was set aside or added to the reservations decades before most of the land outside

of the reservations within the Upper Basin was initially irrigated. The priority of most of the Bands' federally reserved water rights therefore is prior and paramount to the water rights of most of the privately owned land in the Upper Basin. Those rights can be "respected in full" as provided in SGMA without the huge amounts of time and money associated with litigation and general stream adjudications, which are clearly disfavored under SGMA.

## DRAFT UPPER SLR BASIN GSP: SPECIFIC COMMENTS

**Page 2-1:** The GSP discusses the Basin boundaries as well as the division of the Upper SLR Valley Basin into the Pala and Pauma subbasins.

Comment: The nature of the hydraulic connection between the Pala and Pauma subbasins is briefly mentioned on page 3-8, but the GSP should further discuss the interconnected nature of the Pala and Pauma subbasins and specifically how these subbasins interact. The interaction between these subbasins may not be reflected in the current and projected water budgets (pages 3-29 & 3-30), which appear to indicate that the Upper Basin as a whole is in stable condition in terms of changes in groundwater storage.

**Page 2-2:** Local water agencies and other related agencies overlying the Upper Basin are listed on this page. The fact that Mootamai MWD serves to protect groundwater rights is briefly mentioned.

Comment: Several of the water agencies listed on this page (including Pauma Municipal Water District and San Luis Rey Municipal Water District) are not authorized to provide potable or untreated water service and do not own or operate water-related infrastructure in the Basin. Landowners within these agencies' jurisdictions rely on private wells for their water supplies, and these agencies function primarily to fund and coordinate activities related to protection of water and water storage rights for these landowners. The GSP should state the aforementioned in this section.

**Pages 2-2, 2-4, etc.:** Some sentences throughout the GSP refer to the "San Diego Water Authority" instead of the "San Diego County Water Authority." Examples of this instance occur on Page 2-2 and Page 2-4.

Comment: The GSP should fix this error and make consistent reference to the "San Diego County Water Authority."

**Page 2-3:** General land use characteristics in the Upper Basin are described on this page, and a Figure 2-5 showing 2017 land use data obtained from the "Southern California Association of Governments (SCAG)" is referenced. However, Figure 2-5 provides a footnote stating that data used for generation of the map was obtained from the San Diego Association of Governments (SANDAG).

Comment: SCAG is NOT the regional planning agency for San Diego County, which has its own regional planning agency in the San Diego Association of Governments (SANDAG). The GSP should state this.

**Page 2-3:** General land use characteristics are discussed, and Figure 2-5 showing 2017 land use for the Basin is referenced.

Comment: Figure 2-5 shows that the La Jolla, Rincon, Pauma, and Pala Reservations cover a significant portion of the Basin. The Plan Area section should state that the Bands' reservations and fee lands cover 38% of the Basin.

**Page 2-4:** Water source types, including groundwater, and water use sectors are described in this section.

Comment: Pursuant to CWC 10727.2(e), GSPs must provide a summary of monitoring wells within the Basin as well as related well information such as well depth, screened intervals, location, etc. This section would also benefit from a write-up of the process to obtain an inventory (i.e. location, installation dates, capacity, etc.) of other wells in the Basin (including production wells), if one was performed. The write-up would also discuss how the inventory was used for the purpose of verifying locations of groundwater extractions in the model.

**Page 2-6:** The GSP states that while local districts have generally maintained monitoring records within their respective service areas, there is currently no unified monitoring plan in the Upper Basin.

Comment: The GSP should state whether and to what extent the monitoring data obtained from these local districts was validated, verified, or cross-referenced before use in the model.

**Pages 2-6 & 2-7:** "The PVGSA has requested groundwater level monitoring data and pumping data from the SLRIWA, but to date SLRIWA has been unwilling to share such data with PVGSA."

Comment: This statement should either be deleted or revised to include all Basin Stakeholders that were contacted for data, as described on page 3-13, but did not provide such data.

**Pages 2-6 & 2-7:** Existing monitoring programs for groundwater levels, groundwater production, and groundwater quality are presented on these pages.

Comment: The GSP should present the groundwater level, production, and quality data that was obtained from the local districts and from the various state databases. The data should be presented to show monitoring site locations, results, monitoring frequencies, etc.

**Page 2-10:** The development of the San Diego Integrated Regional Water Management (IWRM) Plan is discussed on this page.

Comment: The GSP should describe the steps that the PVGSA and its member agencies have taken to meet the San Diego IRWM objectives, as well as how the findings of the GSP adhere to those objectives. The GSP should also state whether the PVGSA or any of its member agencies have served and/or will serve on the San Diego IRWM RAC.



**Pages 2-14 & 3-34:** The GSP states that increased demand for imported water, and potential interruption of the imported supply, will place higher demand on groundwater. Page 3-34 discusses how water levels in the Pala and Pauma Subbasins have recently stabilized and began showing recovery due to the use of imported water to augment groundwater supplies.

Comment: According to Section 2.3.2 of the GSP, the Pauma Valley GSA expects that local groundwater will play a key role in creating a cost-effective and reliable water supply in the Basin due to anticipated impacts to imported water supply reliability including competition for imported water supplies, regulatory changes, and drought conditions. All imported water supplies in the Basin are provided by the County Water Authority via the Metropolitan Water District of Southern California, so the Basin's imported water supply is subject to supply allocation reductions in dry years. The GSP should mention this and further address how future imported water supply availability would further strain local groundwater supplies, particularly in the projected water budget.

**Page 2-17:** The GSA's communication activities related to development of the GSP are described.

Comment: The GSP should indicate which stakeholders and members of the public, including any private domestic well owners and members of Disadvantaged Communities (DACs), participated in or responded to any of the outreach activities described. The Stakeholders List developed by the GSA should be provided. The meeting minutes and electronic meeting recordings, if available, of the meetings mentioned in the GSP should be provided on the GSA's website. The comments, responses, questions, or communications from any member of the public or stakeholders should also be provided on the website.

Additionally, a Public Involvement Plan (PIP) is attached as Appendix 2A to the GSP. Page 7 of the PIP outlines the various metrics that will be used to evaluate the effectiveness of public engagement, and a list of questions to consider for evaluation of the community involvement process is also included. The SLRIWA poses the following questions to the PVGSA and suggests that these questions be addressed in full throughout the GSP:

- What feedback and comments were received from key stakeholders, and were these comments addressed by the PVGSA?
- Were stakeholders properly reached, and were stakeholders generally satisfied with the community involvement process?

**Page 2-18:** Relationships with State and Federal regulatory agencies related to development of the GSP is discussed on this page.

Comment: The GSP should describe specific actions, if any, that were taken during GSP development to create/maintain working relationships with USGS, DWR, and CDPH/SWRCB-DDW. The description may include meeting dates, agendas, and topics; correspondence with staff; workshops; etc. The GSP should also describe the historic and potential future roles that these state and federal agencies may play during implementation of the GSP.

**Page 3-15:** “Therefore, following a period of decline averaging approximately 1 to 4 ft/yr over the last 30 years ...”

Comment: The GSP should discuss the significance of long-term declining groundwater levels in the Basin resulting in current groundwater levels in the Pauma Subbasin being 50 to 100 feet lower than they were in 1991, which was the height of the 1987-1992 drought.

**Page 3-16:** “... Groundwater storage in the USLR Valley Groundwater Subbasin in 1991 is estimated to be approximately 184,000 acre-ft while current groundwater in storage is approximately 124,000 acre-ft.”

Comment: The GSP should discuss the significance of the loss of 33% of the groundwater that was in storage between 1991, which was the height of the 1987-92 drought, and 2020.

**Page 3-16:** Section 3.3.4.3 describes current and historical groundwater quality conditions and states that the common sources of anthropogenic contamination include leaking underground fuel tanks, sewer and septic systems, agricultural applications, and facilities with excess animal waste.

Comment: The GSP should analyze the past and potential future impacts of salt loading on the Upper Basin due to fertilizers and other soil amendments that are imported and utilized in the Basin by the agricultural community. The GSP should also analyze these impacts due to the use of imported water supplies within the Basin. As part of its projects and management actions, the GSP may recommend that a Salt and Nutrient Management Plan (SNMP) be performed to evaluate the quantities of imported water, fertilizer, and other soil amendments that are imported and utilized in the Basin. The SNMP would include a mass balance analysis of potential contaminants (such as salts and nitrates) from these sources, and the findings of the SNMP can be used in conjunction with future transport modeling.

**Page 3-29:** “As discussed in the Plan Area section (Section 2.3), land use in the USLR Valley Groundwater Subbasin is not anticipated to change much. ... Therefore, the project water budget was evaluated using the average pumping and associated return flows from the past five years (2016 through 2020) ...”

Comment A: Figure 2.7 shows that the Bands’ Reservations cover a significant portion of the Basin and shows their future land use as vacant or undeveloped. The GSP should describe how the Basin will be managed considering that the Bands have the right to exercise their Federally Reserved Water Rights and that water use on the reservations could increase over the GSP’s 60-year planning period.

Comment B: The GSP fails to recognize that due to the significant loss of groundwater in storage over the last 30 years, long term declining water levels, which recently reached historical low levels, and given that imported water in the Basin costs significantly more than pumping groundwater, it is likely the increase in imported water use and decrease in groundwater pumping is because wells in the Pauma Subbasin cannot produce enough water to meet the demands currently being met by imported water. As a result, the current and projected water budgets and current sustainable yield presented in the GSP are overestimated and should be re-evaluated.

**Pages 3-29 & 3-30:** The projected Basin water budget is described on these pages and on Table 3-6. The projected water budget was developed using average hydrologic conditions based on historic precipitation and average pumping and associated return flows from 2016 through 2020. That is, the projected water budget, which shows a change in groundwater storage of approximately -109 acre-feet per year, was developed using “a continuation of current water use practices in the Basin for the next 60 years...”

Comment: As stated in the previous comment, the projected water budget does not account for the fact that imported water use in the Basin has increased significantly in recent years, and the resultant change in groundwater storage is artificially supported by a reliance on imported water. The projected water budget assumes that the imported water use trends of the last five years can be replicated for the next 60 years. Again, the GSP should re-evaluate the projected water budget, particularly to reflect actual trends in imported water supply reliability.

**Page 4-2:** The GSP’s sustainability goal will be accomplished in part by operating the Upper Basin groundwater resources “within the sustainable yield.”

Comment: Operating the Basin “within the sustainable yield” may result in an increased reliance on imported water supplies for either recharge or direct use, and therefore, salt loading rates in the Basin may be impacted. See prior comment on page 3-16.

**Pages 4-2 & 4-4:** Page 4-2 indicates that the representative monitoring sites for the SMC were selected to represent the pumpers “that have responded to the call to participate in the GSP.” The sustainable management criteria (SMC) for this GSP are summarized on Table 4-1 on Page 4-4.

Comment: The GSP mentions on Page 4-9 that minimum thresholds for groundwater levels were selected by individual pumpers who have elected to participate in the GSP process. The GSP should also state how minimum thresholds and measurable objectives were determined for the other sustainability indicators, particularly for water quality. The GSP should identify who participated in the development of SMC for the other sustainability indicators and explain how the selected SMC consider all Basin beneficial uses/users (if at all) and not just those of the pumpers who have elected to participate in the GSP process. It is unclear whether the pumpers who have elected to participate in the GSP process fully represent all Basin beneficial uses/users, particularly DACs, private domestic well owners, and the SLRIWA member tribes.

Section 3.3.4.3 (current water quality conditions) states that “ambient concentrations in the [Basin] were not able to be determined” because of a lack of available water quality data in the Pala Subbasin, yet SMC for groundwater quality were determined. The SMC overall seem to allow for general degradation of the Basin. Specifically, the GSP indicates that the overall ambient water quality meets the Basin Plan objectives for TDS and nitrate, but the minimum thresholds allow for ambient water quality to degrade to those concentration levels established in the Basin Plan. The GSP does not adequately consider whether the defined SMC for water quality may cause impacts to current and potential future beneficial users within the Basin. This comment is reinforced by the statement on page 4-8 that “the GSA is not responsible for local problems or [water quality] degradation caused by others”, as that statement contradicts the purpose of SGMA. The same can be said regarding SMC for groundwater levels.

Additionally, according to Table 4-1, undesirable results for groundwater quality are defined as TDS and Nitrate concentrations “below the Basin Objectives (800 mg/L for TDS, 45 mg/L for Nitrate as NO<sub>3</sub>). This statement should be clarified to read that the undesirable result occurs when TDS and Nitrate concentrations **exceed** these Basin Objectives.

**Page 4-6:** Section 4.3.1.1 states that “groundwater levels in wells have declined to elevations below the top of well screens of some basin pumpers but, for the most part, have not resulted in the inability to run the wells.” The potential effects to Basin beneficial uses and users caused by undesirable results related to the chronic lowering of groundwater levels are further discussed in Section 4.3.1.2.

Comment: Both Yuima MWD and Lazy H Mutual Water Company have experienced well impacts and/or well equipment damage due to declining groundwater levels. The GSP should discuss the incidence of Yuima MWD well impacts and equipment damage due to declining groundwater levels. The GSP should also state that some local water agencies (such as Lazy H Mutual Water Company) have been prompted to increase their purchase of imported water supplies from Yuima MWD due to well failures caused by declining groundwater levels.

**Page 4-6** “It is acknowledged current sustainability criteria may not be protective of all domestic wells in the basin for which information is largely unavailable.”

Comment: The GSP does not contain any technical information on private domestic wells or DACs and correctly states the proposed sustainability criteria are not protective of private domestic wells. The failure to include potential impacts, both during the recent period of historically low groundwater levels and in the future, on private domestic wells and DACs in any of the analysis performed to develop the GSP undermines the conclusions presented regarding the lack of historical undesirable impacts having occurred in the Basin and, as a result, the GSP does not meet the requirements of the Sustainable Groundwater Management Act to protect beneficial users and uses of groundwater. The GSP should be revised to adequately address private domestic wells and DACs.

**Page 4-8:** Section 4.3.3.1 describes the potential causes of undesirable results related to degradation of water quality. The section states that maximizing recharge from natural precipitation may provide the best means of mitigating undesirable results related to degraded water quality.

Comment: This sentence, and any related assertions, should be removed from this section and from the GSP altogether. This sentence does not contribute to the purpose of this section, which is to describe potential causes of undesirable results related to water quality. Additionally, the Pauma Valley GSA has not evaluated whether and to what extent enhanced stormwater recharge will mitigate the degradation of water quality. Section 2.1.1 states that the majority of the Upper Basin land uses consist of irrigated agriculture/parks/golf (52% of Pauma Basin and 38% of Pala Basin) and open space/water (27% of Pauma Basin and 42% of Pala Basin). Since these land uses consist of primarily undeveloped land, there may be limited opportunity to increase/enhance stormwater recharge from existing conditions.

**Pages 6-2, 6-5, & 6-6:** The Drought Response Conservation Program implemented by Yuima MWD is discussed as a current management action to delay or avoid implementation of measures such as water rationing or more restrictive water use regulations pursuant to a declared water shortage emergency. Additional water conservation activities are proposed as a future Tier 1 management action promoting and incentivizing conservation and efficient use of water.

Comment: In discussing this Tier 1 project/management action, the GSP should note that (per Section 2.1.2 on Page 2-3) only 2% of Yuima's water supply is provided for residential purposes, so conservation efforts should be geared primarily towards existing agricultural practices with a smaller emphasis on domestic/municipal conservation. The GSP should also note in Section 2.1.2 whether the 2% residential use figure is applicable throughout the portions of the Basin outside of Yuima MWD's jurisdiction.

# **TIMELINE OF EVENTS BEARING ON EVICTION OF SAN LUIS REY INDIAN WATER AUTHORITY FROM SGMA PROCESS, AND REQUESTS FOR DATA FROM PURPORTED GSA**

This document provides a timeline of how local agencies and the purported GSA failed to provide notice and information to the SLRIWA and its member tribes of their activities under SGMA, following which the purported GSA evicted the SLRIWA from the purported GSA. The SLRIWA and its member tribes were ready, willing, able, and prepared to share their water-related information until the entities that control the purported GSA refused to allow its GSP consultant to consider or assess the Tribes' federally-reserved water rights (FRWR) and evicted the SLRIWA and its member tribes from all meaningful participation in the GSA.

The GSP states:

No information from wells on tribal land was provided.  
Draft GSP, p. 0-22, §0.5.1.

For the Pala Subbasin, which includes a large portion of tribal land, no information for wells on tribal land was provided. . . . Tribal cooperation and data sharing with regards to tribal wells, tribal surface water diversions, and groundwater levels in the Pala Subbasin will be paramount if the PVGSA is to prevent undesirable results while fully respecting FRWR in the Pala Subbasin.  
Draft GSP, p. 5-1, §5.3.1.

The relevant dates and events are as follows. Numbers in brackets [X] refer to various attachments that are provided in Exhibit C, identified by that number.

## ***Events Prior to Exclusion and Eviction of SLRIWA Prior to Late 2019***

6/27/17      MOU signed by Pauma Valley Community Services District (PVCSD), Upper San Luis Rey Resource Conservation District (USLRCD), Yuima Municipal Water District (Yuima MWD), and County of San Diego for formation of GSA for basin upstream of Frey Creek (i.e., excluding Pala Reservation area). [1]

- 6/28/17 Letter from San Diego County to DWR informing DWR that San Diego County intends to withdraw from being presumed GSA for basin downstream of Frey Creek due to that area not bearing groundwater as defined in state law. [2]
- 9/15/18 Governor signs AB 1944, adds Water Code §10722.5, thereby affirming inclusion of Pala Reservation area in Basin.
- 10/29/18 2017 MOU parties issue Request For Qualifications (RFQ) for GSP consultant. RFQ notes that “The local agencies are working with the tribes to develop a 50/50 partnership to administer SGMA into the Upper Subbasin. The consultant will be required to integrate tribal land into the GSP in accordance with agreements made between the local agencies and the tribes that fully respects federally-reserved water rights.” (p. 5) [3]
- 11/14/18 Staff report recommends to San Diego County Board of Supervisors that San Diego County withdraw from previous GSA due, in part, to passage of AB 1944, and noting that “Local Public agencies and tribal governments that overlie the Basin are now working together to prepare a Plan and sustainably manage groundwater in accordance with SGMA. . . . Since formation of the GSA, County staff have participated in a working group that was established to involve tribes and local public agencies in determining a governance structure for the development of the Plan.” (p. 1, see also p. 4) [4]
- 1/23/19 Letter from San Diego County to DWR withdrawing from GSA. [5]
- 3/21/19 Six local agencies and SLRIWA enter into MOU for development of GSP. [6]
- 4/8/19 Minutes of GSA Executive Team. *Discussion of General Governance of the GSA under the MOU and Forming a JPA for the GSA.* [7]

President Ron Watkins advised the Board that the governance needs to start ASAP, as this may take up to 2 years. President Ron Watkins hopes that the first thing the Board should do is draft some principles and appoint a legal committee. The legal committee would draft principles with the direction of the Executive Team. Art Bunce stated that the process should begin with a JPA Agreement. Art Bunce advised the group that the

Indian Water Authority would not be a direct member of the JPA, but will have a contract with JPA. . . .

- 6/10/19 Well-attended public forum at Rincon Indian Reservation re Federally-Reserved Water Rights and their role in a GSP [8]
- 6/17/19 Detailed Work Description for GSP for San Luis Rey Valley Groundwater Basin, by provided by GEI. [9]

*Task 2.3—Water Rights and Supply Assessment.*

Developing a clear understanding of local water uses, rights, contracts and entitlements, and imported water supply sources will be critical for developing sound sustainable management practices in the Upper Basin. Of primary importance is the standing of Tribal water rights and the extent of those rights in the entire San Luis Rey Valley. Recent court decisions will; need to be considered and estimates of the qualities and allocation of water rights will have to be made to understand the available resources to all groundwater users in the basin. The GEI Team will evaluate all local water rights, paying particular attention to Tribal rights, and the sources and fate of imported water supplies. This information will be vetted with the SLR Workgroup and its Technical Committee. This evaluation will serve to establish the starting point for developing a water budget, but will not represent a legal quantification of water rights for the basin.

- 6/17/19 Comments of SLRIWA on work plan of GEI for GSP, including a “discussion of water rights [that] will include a description of what they are, that they cover a substantial amount of the land in the Pauma and Pala Basins outside the 1984 boundaries of the four reservations, and that they are recorded as restrictions on the properties to which they apply in SD County title property records.” [10]

***Exclusion and Eviction of SLRIWA from GSA, Late 2019 to January 2020***

- 11/22/19 Technical Memorandum by GEI to Yuima MWD for GSA, re *Clarification regarding Scope of Work for Groundwater Sustainability Plan for San Luis Rey Valley Groundwater Basin.* [11]



GEI has the background to understand how water rights, contract entitlements, and other water allocations should be assessed and quantified—as a paper exercise. We also understand that this type of assessment is just the starting point. No matter what the exercise of quantifying water rights and allocations identifies, it is understood that the real world allocation will be defined by negotiations and agreements between the parties in the basin.

Within our scope of work, we propose to develop an assessment of existing water rights, contracts and entitlements, and imported water supplies. This exercise will inform us what exists on paper. It should provide a foundation and background to the discussion/negotiation of the real-world distribution and allocation of those water rights in the future. It is not the intent of task 2.3 to identify the final allocation scheme for those rights. Those are policy level discussion, out of the scope of this task.

11/22/19 Amended version of Task 2.3 from above 6/17/19 Detailed Work Plan from GEI, drafted by GSP Executive Team at meeting of 11/22/19. Amended version is as follows, with additions in **bold** and deletions ~~struck through~~, which was immediately rejected by GSA [12]

### *2.3—Water Rights and Supply Assessment.*

Developing a clear understanding of local water uses, rights, contracts and entitlements, and imported water supply sources will be critical for developing sound sustainable management practices in the Upper Basin. Of primary importance is the standing of Tribal water rights and the extent of those rights in the entire San Luis Rey Valley. Recent court decisions will; need to be considered and estimates of the qualities and allocation of water rights will have to be made to understand the available resources to all groundwater users in the basin. The GEI Team will ~~evaluate~~ **inventory** all local water rights, **including Indian water rights and the Forman Deeds, and will work closely with the SLR Executive Team’s lawyers to consider whether insure that the language is consistent with the local agency and legal understanding of the status of existing rights, and how they are to be treated in the water budget paying particular attention to Tribal rights,** and the sources and fate of imported water supplies. This information will **then** be vetted with the SLR Workgroup and ~~it’s—the~~ **Technical Committee**

Team. This ~~evaluation~~ **inventory** will serve to establish the starting point for developing a water budget, but will not represent a legal quantification of water rights for the basin.

- 11/22/19 Further revised proposed language for Scope of Work for GSA Consultant contract, prepared by SLRIWA, immediately rejected [13]
- 12/11/19 Letter from Steven M. Anderson, attorney for Pauma Valley Community Services District (PVCSD), with support of Upper San Luis Rey Resource Conservation District (USLRRCD) and Pauma Municipal Water District (PMWD), disowning and abandoning 2019 MOU, and stating intention for local agencies to form new GSA, with unclear role, if any, for tribes [14]
- 12/30/19 GSA Executive Team meeting was called to discuss the letter from Steven M. Anderson, attorney for PVCSD, and solicit ideas on next steps for the GSA. Three parties to the 2019 MOU (USLRRCD, PVCSD, and PMWD) did not attend the meeting, preventing a quorum from being obtained. The entity created under the 2019 MOU effectively ceased functioning. [14 & 15]
- 1/8/20 Memo from Ron Watkins describing progress and cooperation of 2019 GSA/MOU group through mid-2019, followed by breakdown and impasse caused entirely by proposed references to water rights in scope of work for GSA consultant, noting that no further activity is planned or expected. [15]
- 3/25/20 In a contested proceeding, San Diego Local Agency Formation Commission (LAFCO) staff report recommends limiting the USLRRCD's "active and authorized service functions as water conservation and wildlife enhancement", and not including groundwater management [16]
- 4/5/21 After a contested hearing, San Diego LAFCO votes to accept the staff recommendation from report of 3/25/21 [17, p. 3; and 18, p. 4]
- 6/1/20 Yuima MWD, PVCSD, and USLRRCD execute Amendment no. 1 to 2017 MOU, changing basin boundary per AB 1944, offer to give IWA one Ex Officio (non-voting) seat on Executive Team, on which all decisions are made by a majority vote of all at least six members of the Executive Team. (p. 3, section 4.d.) [19]

- 7/23/21 Yuima MWD, PVCSD, and USLRRCD execute Amendment no. 2 to 2017 MOU, updating 2017 MOU to reflect basin boundary change per AB 1944, with new attached maps. Map entitled “Jurisdictional Boundaries” includes the Pala Subbasin and omits disclaimer from map attached to 2017 MOU about no GSA jurisdiction over reservation lands, but continues to show white spaces for some non-reservation lands. [20]
- 12/20/21 Letter from S. Anderson (Attorney for PVCSD) to CA Water Resources Control Board and CA DWR, responding to letter from IWA of 11/19/21. Points:
1. No basis for consultant to consider water rights in SGMA, Unnecessary, too complicated, time-consuming, and costly
  2. Basin is currently in or near balance
  3. GSA cannot speculate re litigation, future use of FRWR
  4. FRWR cannot be recognized until quantified in court [21]
- 11/22/21 Purported GSA issues draft GSP for comment.

**Exhibit A**

**November 1984 Boyle/Stetson Report**

**(excluding appendices)**

**SUPPLEMENT  
TO THE  
REPORT ON  
IRRIGABLE LANDS  
FOR  
LA JOLLA, PALA, PAUMA, RINCON,  
AND SAN PASQUAL  
INDIAN RESERVATIONS  
SAN DIEGO COUNTY, CALIFORNIA  
NOVEMBER 1984**



***Boyle Engineering Corporation***

*consulting engineers / architects*



SUPPLEMENT  
TO THE  
REPORT ON  
IRRIGABLE LANDS  
FOR  
LA JOLLA, PALA, PAUMA, RINCON, AND  
SAN PASQUAL INDIAN RESERVATIONS  
SAN DIEGO COUNTY, CALIFORNIA

NOVEMBER, 1984

Prepared for:

The United States Department of Justice  
Land and Natural Resources Division

Principal Investigators:

John R. Thornton, P.E., Project Manager  
Richard B. Smith, C.P.Ag., Project Agronomist  
Daniel W. Boyd, P.E., Project Engineer  
Frank Bollman, Ph.D., Project Economist





SUPPLEMENT TO THE REPORT ON IRRIGABLE LANDS FOR  
THE LA JOLLA, PALA, PAUMA, RINCON, AND SAN PASQUAL  
INDIAN RESERVATIONS  
SAN DIEGO, CALIFORNIA

The Boyle Engineering Corporation report titled, "Report on Irrigable Lands for La Jolla, Pala, Pauma, Rincon, and San Pasqual Indian Reservations, San Diego, California", evaluates the agronomic suitability and feasibility of irrigated agricultural production on the five Indian reservations using a 7-5/8 percent discount rate in developing the feasibility analysis. This supplemental report identifies the acreage on the five reservations that is judged to be practicably irrigable using a discount rate of 3 percent in the feasibility analysis. The supplemental report is based on the same information and methodology presented in the main report with the exception that the payment capacities and water costs were developed using a 3 percent discount rate.

The investigation of factors affecting crop suitability including climate, irrigation water, and soil physical/chemical conditions is discussed in detail in the main report. The same crops, including avocados, citrus, wine grapes, and row crops are considered in this supplement. Identical feasibility analysis procedures were used in both reports. Payment capacities utilizing a 3 percent discount rate were developed. An off-farm irrigation water supply and distribution system were conceptually laid out and designed to supply irrigation water to the potentially irrigable lands on each reservation. The cost of supplying irrigation water to each parcel was calculated considering capital and operating and maintenance costs utilizing a 3 percent discount rate.



Table S-1 summarizes the practicably irrigable lands on the five reservations utilizing a discount rate of 3 percent. The anticipated cropping pattern is shown in Table S-2. Tables S-3, S-4, S-5, S-6, and S-7 compare the payment capacities with the cost of supplying irrigation water diversion requirements. Plates S-1, S-2, and S-3 identify the practicably irrigable lands. Plates S-4, S-5, and S-6 identify the off-farm irrigation water supply and distribution system serving the practicably irrigable lands. Detailed summaries of the irrigation water requirements, water costs, and payment capacities are included in Appendix SA, SB, and SC.



TABLE S-1

## SUMMARY OF PRACTICABLY IRRIGABLE LANDS

Reservation	Net Practicably Irrigable Acres	Average Annual Irrigation Diversion <sup>1/</sup> Requirements (acre-feet)	Critically Dry Year Irrigation Diversion <sup>1/</sup> Requirements (acre-feet)
La Jolla	1,407.2	3,318	4,196
Pala	3,557.8	8,638	11,141
Pauma	189.7	444	556
Rincon	2,324.1	5,777	7,560
San Pasqual	891.7	2,199	2,931
		<u>20,376</u>	<u>26,384</u>

<sup>1/</sup> Gross diversion requirement.



TABLE S-2

PROJECTED CROPPING PATTERN AND IRRIGABLE ACREAGE <sup>1/2/</sup>  
 at 3% Interest

Crop	La Jolla		Pala		Pauma		Rincon		San Pasqual	
	(gross)	(net)	(gross)	(net)	(gross)	(net)	(gross)	(net)	(gross)	(net)
Avocado	379.0	211.3	2,132.9	1,637.7	0	0	1,981.3	1,285.8	802.7	602.3
Citrus	0	0	0	0	0	0	305.3	278.6	162.6	142.8
Wine Grape	1,374.8	1,195.9	1,880.3	1,719.9	223.2	189.7	626.9	588.9	157.9	146.5
Field/Row <sup>3/</sup>	0	0	210.7	200.2	0	0	179.8	170.8	0	0
Total	1,753.8	1,407.2	4,223.90	3,557.8	223.2	189.7	3,093.3	2,324.1	1,123.2	891.7

S-4

<sup>1/</sup> Based on practicably irrigable parcels shown on Plates S-1, S-2, and S-3.

<sup>2/</sup> Gross to net acreage reduction based on factors of 95% for 0% to 15% slopes; 85% for 15% to 30% slopes; 70% for 30% to 50% slopes; and 50% for 50% to 70% slopes.

<sup>3/</sup> Includes sweet corn, snap beans, and cucumbers.





TABLE S-3  
SUMMARY OF PAYMENT CAPACITY ANALYSIS  
LA JOLLA INDIAN RESERVATION  
3% Interest

Parcel No.	1/ Establishment Date	Gross Acres	Net Acres	Crop	Water Cost (\$/Ac/Yr)	Payment Capacity (\$/Ac/Yr)	Avg. Irr. Div. Req. (Ac-Ft/Yr)	Dry Year Div. Req. (Ac-Ft/Yr)	Critically
LJ1	12/27/1875	105.9	90.0	Grapes	799	1,015	211	264	
LJ2	12/27/1875	232.1	206.5	Grapes	556	1,015	483	605	
LJ3	12/27/1875	477.5	413.2	Grapes	339	1,015	967	1,210	
LJ4	12/27/1875	19.4	16.5	Grapes	324	1,015	39	48	
LJ5	12/27/1875	14.1	12.0	Grapes	315	1,015	28	35	
LJ6	12/27/1875	111.3	94.6	Grapes	287	1,015	221	277	
LJ7	12/27/1875	40.7	34.6	Grapes	454	1,015	81	101	
LJ8	12/27/1875	127.7	111.7	Grapes	256	1,015	261	327	
LJ8-1	12/27/1875	52.8	44.9	Grapes	553	1,015	105	132	
LJ9	12/27/1875	272.1	156.4	Avocados	70	760	385	513	
LJ10	12/27/1875	193.3	171.9	Grapes	531	1,015	402	504	
LJ11	12/27/1875	106.9	54.9	Avocados	0	509	135	180	
TOTAL		1,753.8	1,407.2				3,318	4,196	

1/ The water supply for these parcels comes from the San Luis Rey River above the Escondido intake and from the Escondido Canal pursuant to the conditions imposed on Project No. 176 by the Secretary of the Interior.

2/ Date on which the parcel of land was withdrawn for or added to the reservation.



TABLE S-4  
SUMMARY OF PAYMENT CAPACITY ANALYSIS  
PALA INDIAN RESERVATION

Parcel No.	Establishment Date	Gross Acres	Net Acres	Crop	Wtr. Cost @ 3% (\$/Ac/Yr)	Pay Cap. @ 3% (\$/Ac/Yr)	Avg. Irr. Div. Req. (Ac-Ft/Yr)	Critically Dry. Year Div. Req. (Ac-Ft/Yr)
PL2	10/11/1902 01/24/1903	419.9 331.4	343.8 252.3	Avocados Avocados	512 512	1,139 1,139	846 621	1,128 828
PL3	01/24/1903	293.8	215.5	Avocados	542	1,139	530	707
PL3-1	10/11/1902 01/24/1903	61.6 29.2	45.9 20.4	Avocados Avocados	515 515	1,139 1,139	113 50	151 67
PL4	01/24/1903	25.3	19.0	Avocados	460	1,139	47	62
PL5	04/08/1903	41.5	33.4	Avocados	368	1,139	82	110
PL5-1	01/24/1903	77.0	53.9	Avocados	771	1,139	133	177
PL6	10/11/1902 01/24/1903	91.1 10.9	82.6 9.3	Grapes Grapes	515 515	1,016 1,016	193 22	242 27
PL7	12/27/1875	201.7	191.6	Grapes	138	1,016	448	561
PL8	12/27/1875 10/11/1902	36.0 174.7	34.2 166.0	Row Row	154 154	964 964	100 485	118 575
PL9	12/27/1875 10/11/1902 01/24/1903	11.8 56.1 2.3	10.4 52.9 2.0	Grapes Grapes Grapes	450 450 450	1,016 1,016 1,016	24 124 5	30 155 6
PL10	10/11/1902	35.6	33.8	Grapes	222	1,016	79	99
PL11	10/11/1902	114.6	97.8	Avocados	256	1,139	241	321
PL12	10/11/1902	307.1	291.8	Grapes	125	1,016	683	854
PL13	10/11/1902 01/24/1903	372.6 195.5	334.1 168.2	Grapes Grapes	363 363	1,016 1,016	782 394	979 493
PL14	10/11/1902	12.8	12.2	Grapes	363	1,016	29	36



Table S-4 Continued

Parcel No.	Establishment Date	Gross Acres	Net Acres	Crop	Wtr. Cost @ 3% (\$/Ac/Yr)	Pay Cap. @ 3% (\$/Ac/Yr)	Critically	
							Avg. Irr. Div. Req. (Ac-Ft/Yr)	Dry. Year Div. Req. (Ac-Ft/Yr)
PL15	10/11/1902	146.8 11.7	139.5 11.1	Grapes Grapes	363 363	1,016 1,016	326 26	409 33
PL16	04/08/1903	23.8	22.2	Grapes	363	1,016	52	65
PL17	04/08/1903	8.2	7.0	Grapes	363	1,016	16	21
PL18	10/11/1902 01/24/1903	240.0 32.0	220.7 28.2	Grapes Grapes	295 295	1,016 1,016	516 66	647 83
PL19	10/11/1902 01/24/1903	43.7 145.6	30.6 101.9	Avocados Avocados	519 519	1,139 1,139	75 251	100 334
PL20	01/24/1903	111.6	85.1	Avocados	530	1,139	209	279
PL21	01/24/1903	12.7	10.8	Avocados	681	1,139	27	35
PL22	10/11/1902 01/24/1903 04/08/1903	5.3 168.4 44.3	3.7 120.1 32.7	Avocados Avocados Avocados	681 681 681	1,139 1,139 1,139	9 295 80	12 394 107
PL23	04/08/1903	120.3	102.3	Avocados	703	1,139	239	336
PL24	04/08/1903	99.3	84.4	Avocados	763	1,139	208	277
PL26	04/08/1903	69.7	54.1	Avocados	795	1,139	133	177
PL28	04/08/1903	23.9	19.7	Avocados	724	1,139	48	65
PL29	04/08/1903	14.1	12.6	Avocados	392	1,139	31	41
TOTAL		4,223.9	3,557.8				8,638	11,141

1/ Date on which the parcel of land was withdrawn for or added to the reservation.



TABLE S-5  
 SUMMARY OF PAYMENT CAPACITY ANALYSIS  
 PAUMA INDIAN RESERVATION  
 3% Interest

Parcel No.	Establishment Date <sup>1/</sup>	Gross Acres	Net Acres	Crop	Water Cost (\$/Ac/Yr)	Payment Capacity (\$/Ac/Yr)	Avg. Irr. Div. Req. (Ac-Ft/Yr)	Critically Dry Year Div. Req. (Ac-Ft/Yr)
Pauma	12/02/1891	223.2	189.7	Grapes	329	902	444	556
TOTAL		223.2	189.7				444	556

<sup>1/</sup> Date on which the parcel of land was withdrawn for or added to the reservation.





TABLE S-6  
SUMMARY OF PAYMENT CAPACITY ANALYSIS  
RINCON INDIAN RESERVATION  
3% Interest

Parcel No.	Establishment Date	Gross Acres	Net Acres	Crop	Water Cost (\$/Ac/Yr)	Payment Capacity (\$/Ac/Yr)	Avg. Irr. Div. Req. (Ac-Ft/Yr)	Critically Dry Year Div. Req. (Ac-Ft/Yr)
R1 <u>2/</u>	03/02/1881	305.3	278.6	Citrus	218	714	736	1,026
R1-1 <u>2/</u>	03/02/1881	77.8	73.4	Grapes	218	1,016	172	215
R2 <u>2/</u>	03/02/1881	49.0	32.2	Avocados	169	999	79	106
R3 <u>2/</u>	03/02/1881	14.9	10.4	Avocados	204	1,139	26	34
R4 <u>2/</u>	08/16/1941	73.4	51.4	Avocados	694	1,139	126	169
R5 <u>2/</u>	03/02/1881	179.8	170.8	Row	122	964	499	591
R6 <u>2/</u>	03/02/1881	219.8	208.8	Grapes	136	1,016	489	612
R7 <u>3/</u>	03/02/1881	135.5	122.7	Grapes	24	1,016	287	359
R8 <u>3/</u>	03/02/1881	247.4	131.8	Avocados	0	685	324	432
R9 <u>3/</u>	03/02/1881	45.9	43.6	Grapes	51	1,016	102	128
R10 <u>3/</u>	03/02/1881	42.9	34.5	Avocados	36	1,085	85	113
R11 <u>3/</u>	03/02/1881	147.9	140.4	Grapes	27	1,016	329	411
R12 <u>3/</u>	03/02/1881	715.8	478.7	Avocados	65	992	1,178	1,570
	08/16/1941	187.3	119.7	Avocados	65	992	294	393
R13 <u>3/</u>	08/16/1941	333.0	206.5	Avocados	213	1,009	508	677
	08/12/1968	317.6	220.6	Avocados	213	1,009	543	724
TOTAL		3,093.3	2,324.1			5,777		7,560

1/ Date on which the parcel of land was withdrawn for or added to the reservation.  
2/ The water supply for these parcels comes from groundwater partially replenished pursuant to the conditions imposed on Project No. 176 by the Secretary of the Interior.  
3/ The water supply for these parcels comes from the Escondido Canal pursuant to the conditions imposed on Project No. 176 by the Secretary of Interior.



TABLE S-1  
SUMMARY OF PAYMENT CAPACITY ANALYSIS  
SAN PASQUAL INDIAN RESERVATION  
3/8 Interest

Parcel No.	1/Establishment Date	Gross Acres	Net Acres	Crop	Water Cost (\$/Ac/Yr)	Payment Capacity (\$/Ac/Yr)	Avg. Irr. Div. Req. (Ac-Ft/Yr)	Critically Dry Year Div. Req. (Ac-Ft/Yr)
SP1	12/03/1891	332.2	241.9	Avocados	99	1,071	595	794
SP2	12/03/1891	41.2	31.5	Avocados	0	1,038	77	103
SP3	12/03/1891 04/15/1911	131.7 30.9	116.5 26.3	Citrus Citrus	104 104	653 653	307 70	429 97
SP4	12/03/1891	120.9	111.7	Grapes	0	913	261	327
SP5	12/03/1891 04/15/1911	128.9 28.1	105.9 23.9	Avocados Avocados	221 221	1,137 1,137	260 59	348 78
SP5A	12/03/1891	6.8	3.4	Avocados	205	413	8	11
SP6	12/03/1891	54.7	50.0	Avocados	0	1,137	123	164
SP6A	12/03/1891	23.0	13.2	Avocados	250	726	32	43
SP7	12/03/1891	10.6	8.3	Avocados	0	1,137	20	27
SP7A	12/03/1891	6.1	3.1	Avocados	461	1,137	8	10
SP8	12/03/1891	2.7	2.3	Avocados	77	1,137	6	8
SP9	12/03/1891	37.0	34.8	Grapes	235	913	81	102
SP10	12/03/1891	30.0	26.0	Avocados	327	1,137	64	85
SP11	12/03/1891	80.6	63.5	Avocados	230	1,137	156	208
SP11A	12/03/1891	46.2	23.1	Avocados	375	1,137	57	76
SP12	12/03/1891	11.6	6.3	Avocados	464	585	15	21
TOTAL		1,123.2	891.7				2,199	2,931

1/ The water supply for these parcels comes from the Escondido Canal pursuant to the conditions imposed on Project No. 176 by the Secretary of Interior.  
2/ Date on which the parcel of land was withdrawn for or added to the reservation.



NOTE:  
 La Jolla Indian Reservation  
 Established December 27, 1875.



Report on Irrigable Lands  
 La Jolla, Pala, Pauma, Rincon and  
 San Pasqual Indian Reservations  
 San Diego County, California

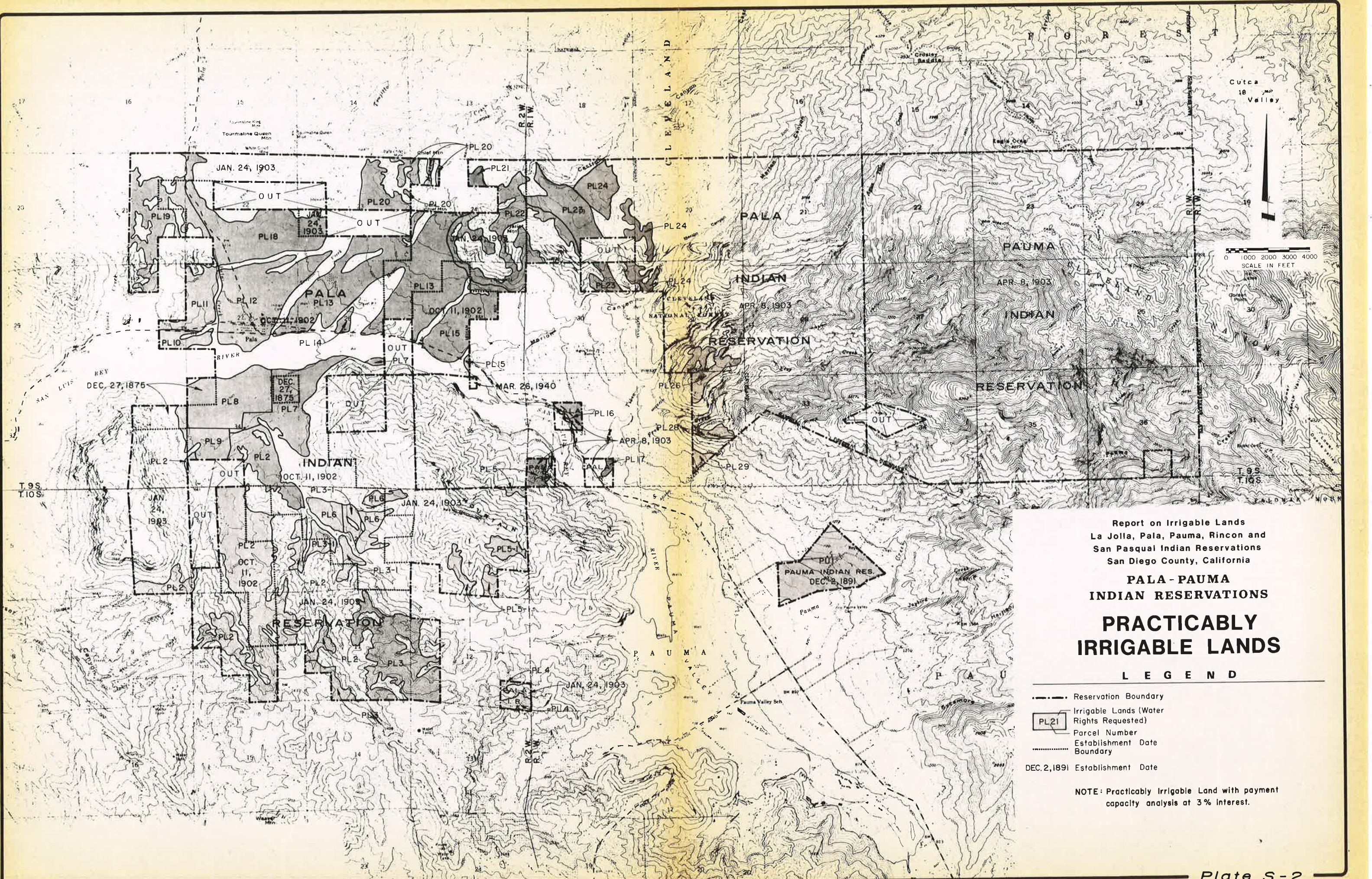
**LA JOLLA  
 INDIAN RESERVATION**

**PRACTICABLY  
 IRRIGABLE LANDS**

- LEGEND**
- - - - - Reservation Boundary
  - LJ7 Irrigable Lands (Water Rights Requested)
  - Parcel Number

NOTE: Practicable Irrigable Land with payment capacity analysis at 3% interest.





Report on Irrigable Lands  
 La Jolla, Pala, Pauma, Rincon and  
 San Pasqual Indian Reservations  
 San Diego County, California

**PALA - PAUMA  
 INDIAN RESERVATIONS  
 PRACTICABLY  
 IRRIGABLE LANDS**

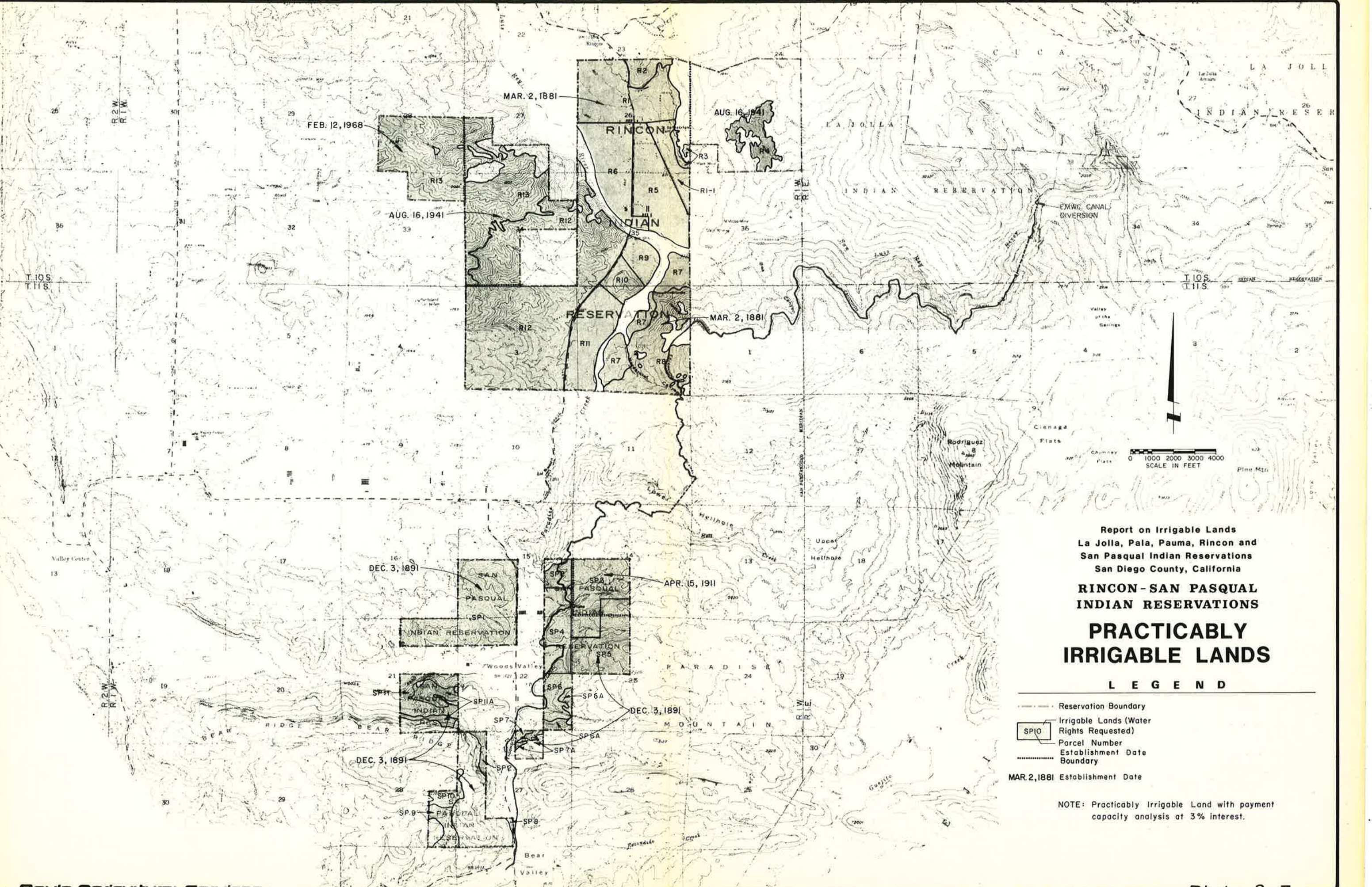
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- Reservation Boundary
- PL21 Irrigable Lands (Water Rights Requested)
- Parcel Number
- Establishment Date
- Boundary
- DEC. 2, 1891 Establishment Date

NOTE: Practicably Irrigable Land with payment capacity analysis at 3% interest.







Report on Irrigable Lands  
 La Jolla, Pala, Pauma, Rincon and  
 San Pasqual Indian Reservations  
 San Diego County, California

**RINCON - SAN PASQUAL  
 INDIAN RESERVATIONS**

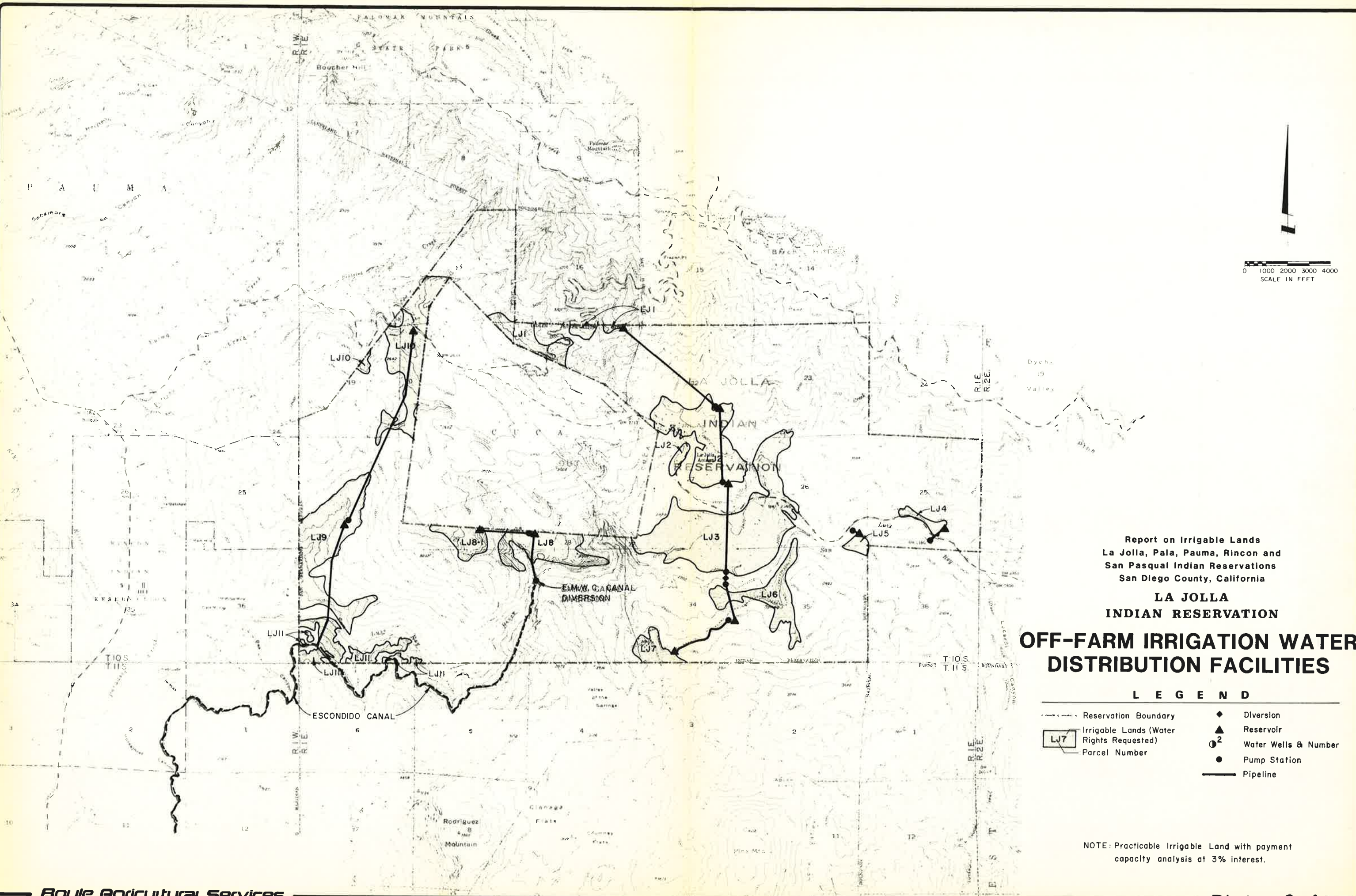
**PRACTICABLY  
 IRRIGABLE LANDS**

**LEGEND**

- Reservation Boundary
- SPIO Irrigable Lands (Water Rights Requested)
- Parcel Number
- ..... Establishment Date Boundary
- MAR. 2, 1881 Establishment Date

NOTE: Practicably Irrigable Land with payment capacity analysis at 3% interest.





Report on Irrigable Lands  
 La Jolla, Pala, Pauma, Rincon and  
 San Pasqual Indian Reservations  
 San Diego County, California

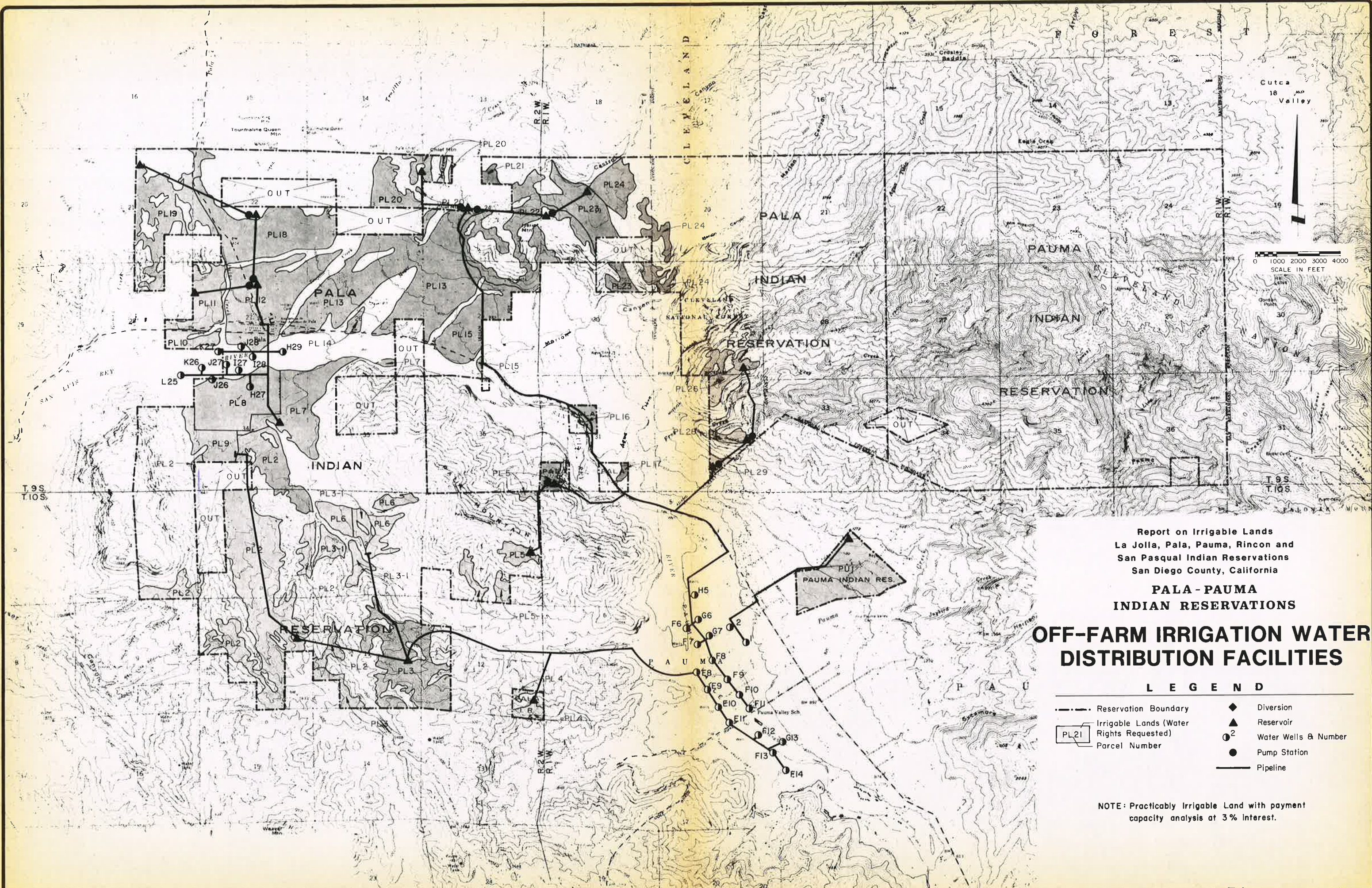
**LA JOLLA  
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 OFF-FARM IRRIGATION WATER  
 DISTRIBUTION FACILITIES**

**LEGEND**

Reservation Boundary	Diversion
Irrigable Lands (Water Rights Requested) Parcel Number	Reservoir
	Water Wells & Number
	Pump Station
	Pipeline

NOTE: Practicable Irrigable Land with payment capacity analysis at 3% interest.





Report on Irrigable Lands  
 La Jolla, Pala, Pauma, Rincon and  
 San Pasqual Indian Reservations  
 San Diego County, California

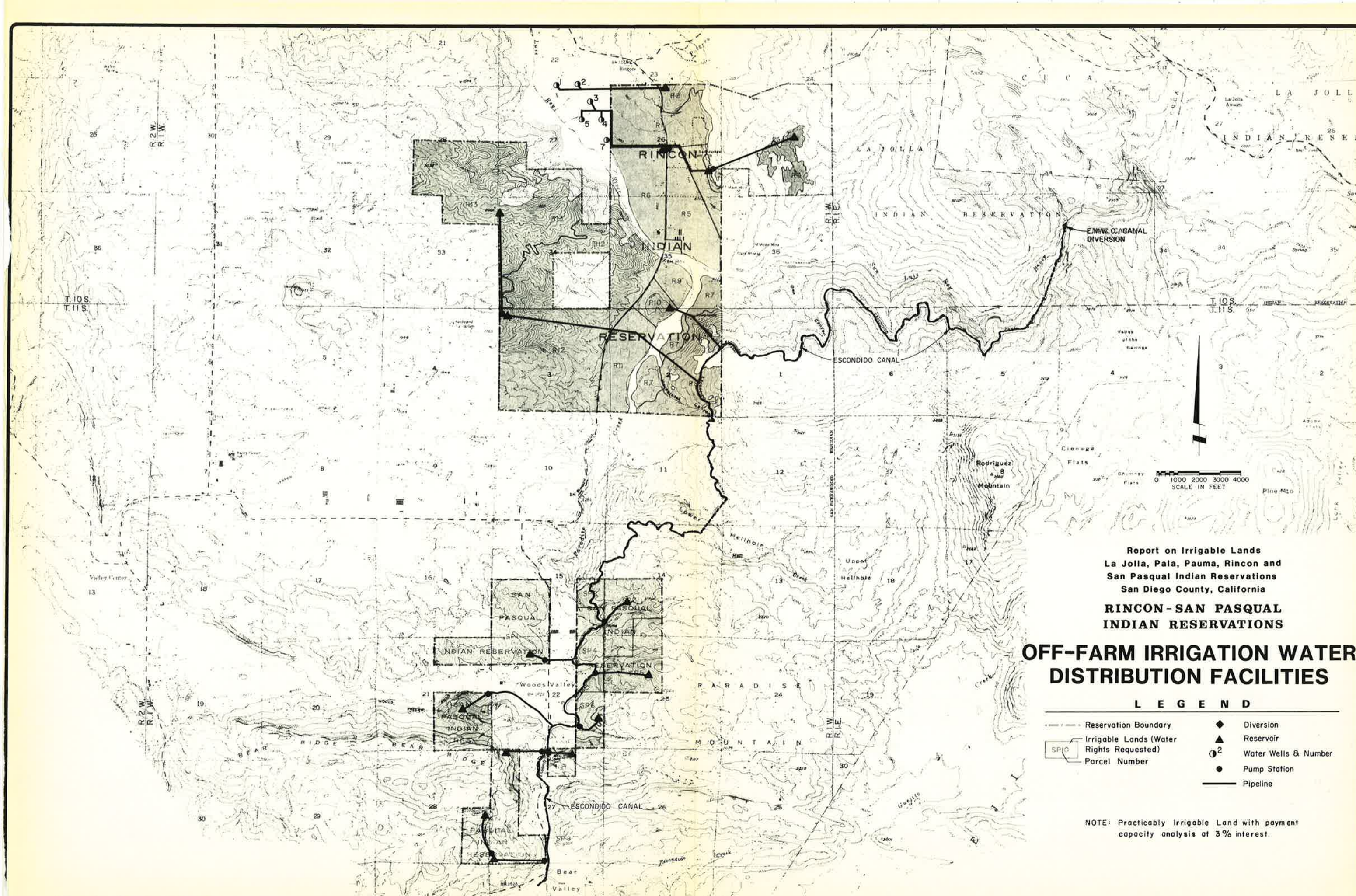
**PALA - PAUMA  
 INDIAN RESERVATIONS**

**OFF-FARM IRRIGATION WATER  
 DISTRIBUTION FACILITIES**

LEGEND	
--- Reservation Boundary	◆ Diversion
PL21 Irrigable Lands (Water Rights Requested) Parcel Number	▲ Reservoir
	○ <sup>2</sup> Water Wells & Number
	● Pump Station
	— Pipeline

NOTE: Practicably Irrigable Land with payment capacity analysis at 3% interest.





Report on Irrigable Lands  
 La Jolla, Pala, Pauma, Rincon and  
 San Pasqual Indian Reservations  
 San Diego County, California  
**RINCON-SAN PASQUAL  
 INDIAN RESERVATIONS**

## OFF-FARM IRRIGATION WATER DISTRIBUTION FACILITIES

### LEGEND

- Reservation Boundary
- SPIC Irrigable Lands (Water Rights Requested) Parcel Number
- ◆ Diversion
- ▲ Reservoir
- ② Water Wells & Number
- Pump Station
- Pipeline

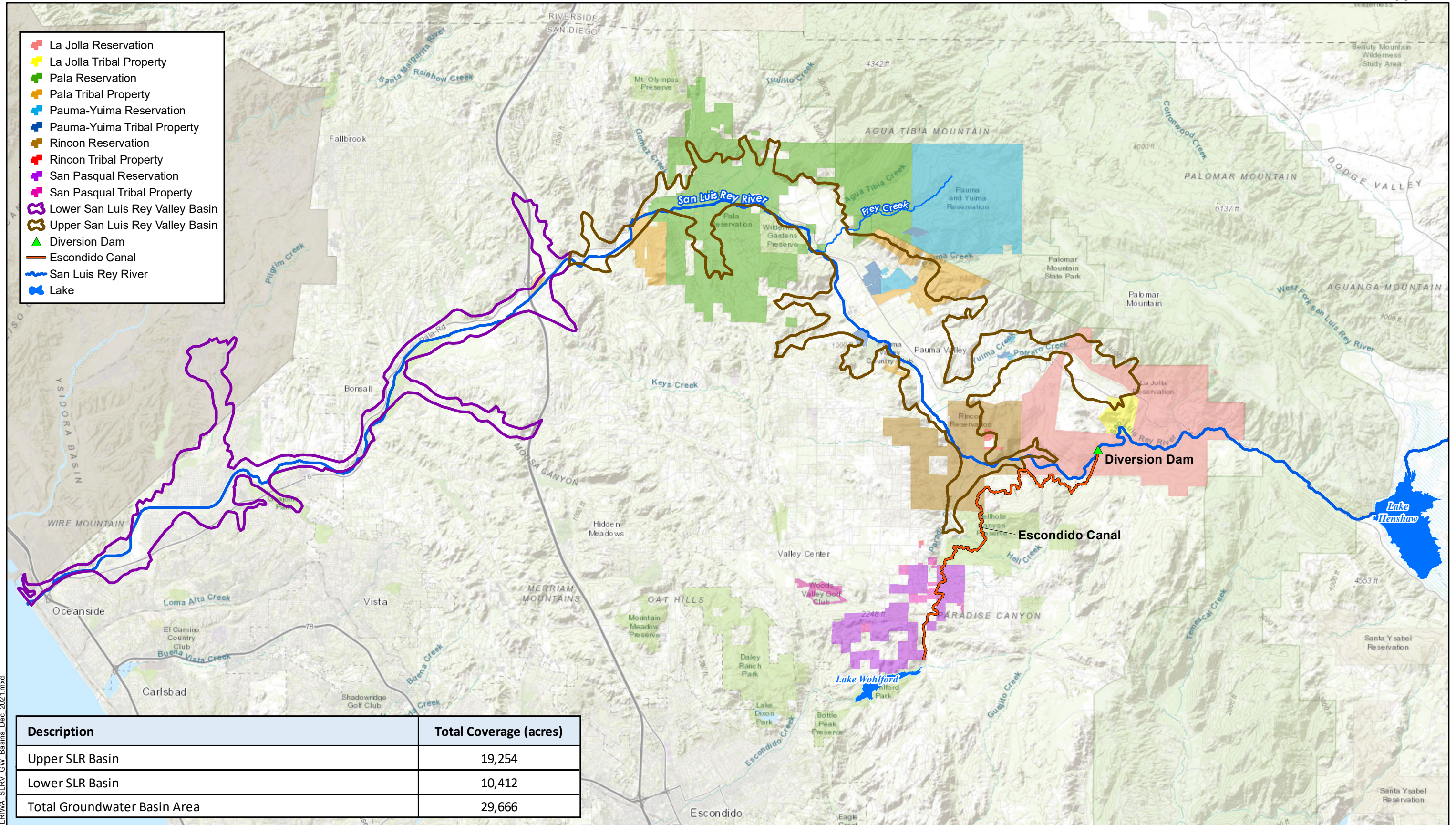
NOTE: Practicably Irrigable Land with payment capacity analysis at 3% interest.



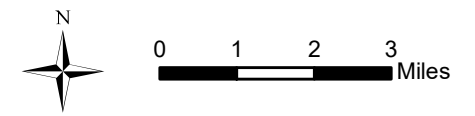


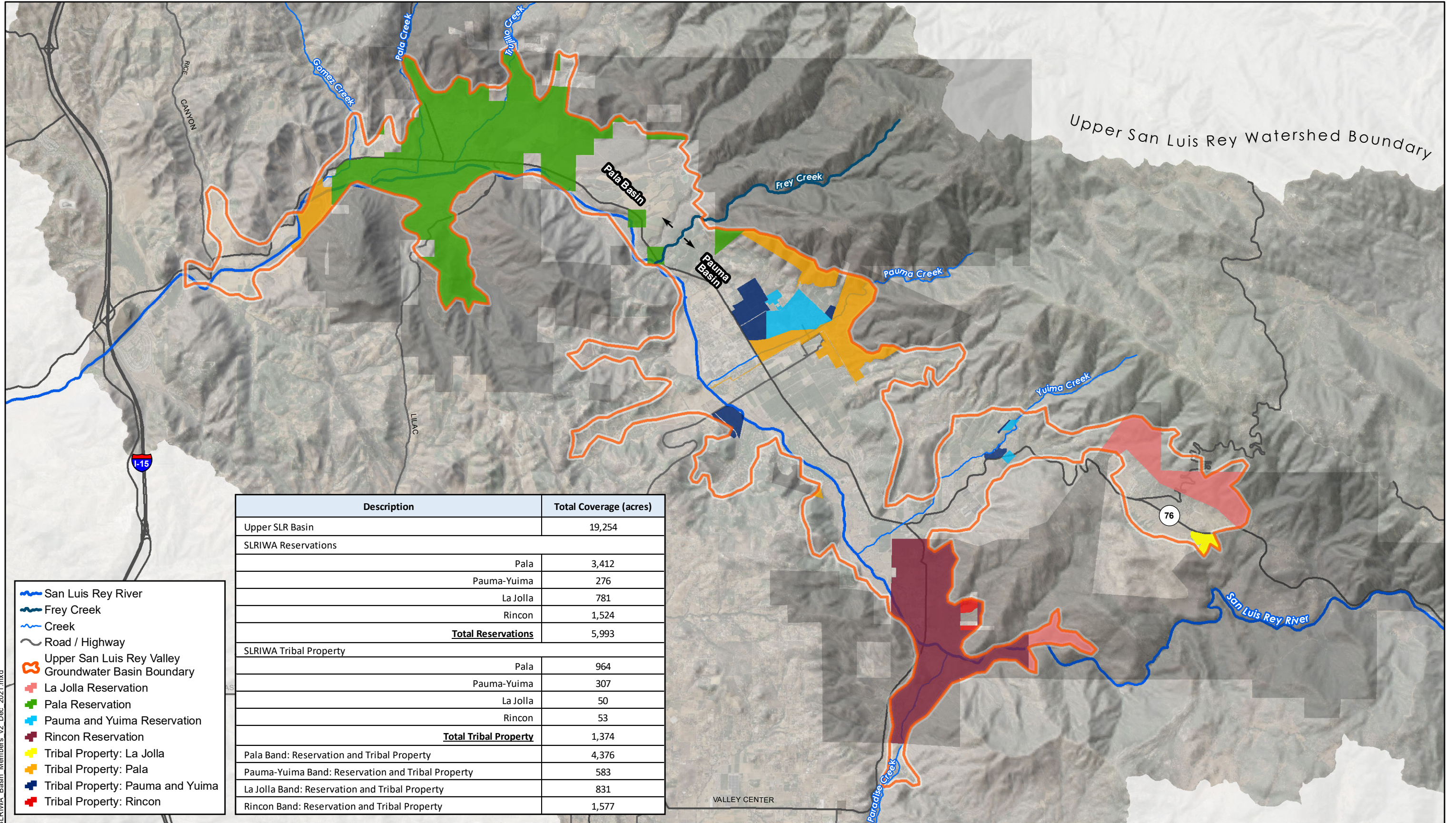
## **Exhibit B**

# **Maps of SLRIWA Band Reservations and Other Land Acquisitions compared to GSA Member Agency Jurisdictions**



**SAN LUIS REY INDIAN WATER AUTHORITY  
WATERSHED AREA OF THE SAN LUIS REY RIVER AND SURROUNDING AREAS  
FROM LAKE HENSHAW TO THE PACIFIC OCEAN  
DRAFT 12/30/2021**

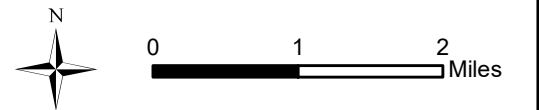


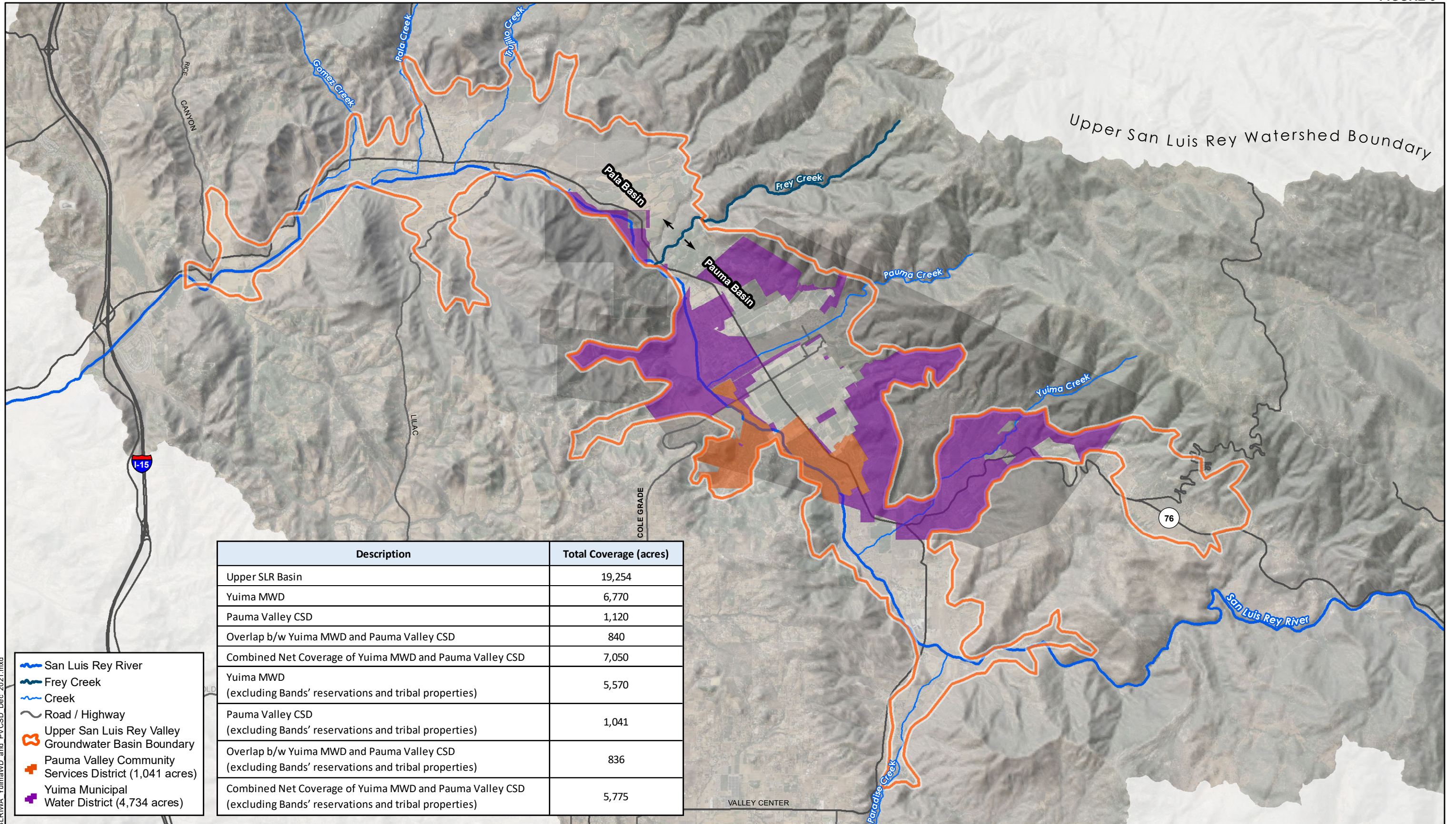


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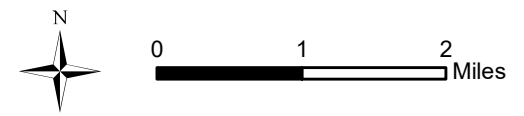


**SAN LUIS REY INDIAN WATER AUTHORITY  
DWR AND UPPER SAN LUIS REY RIVER BASIN BOUNDARY COVERAGE  
BY MEMBER TRIBE RESERVATIONS AND TRIBAL PROPERTIES  
DRAFT 12/30/2021**



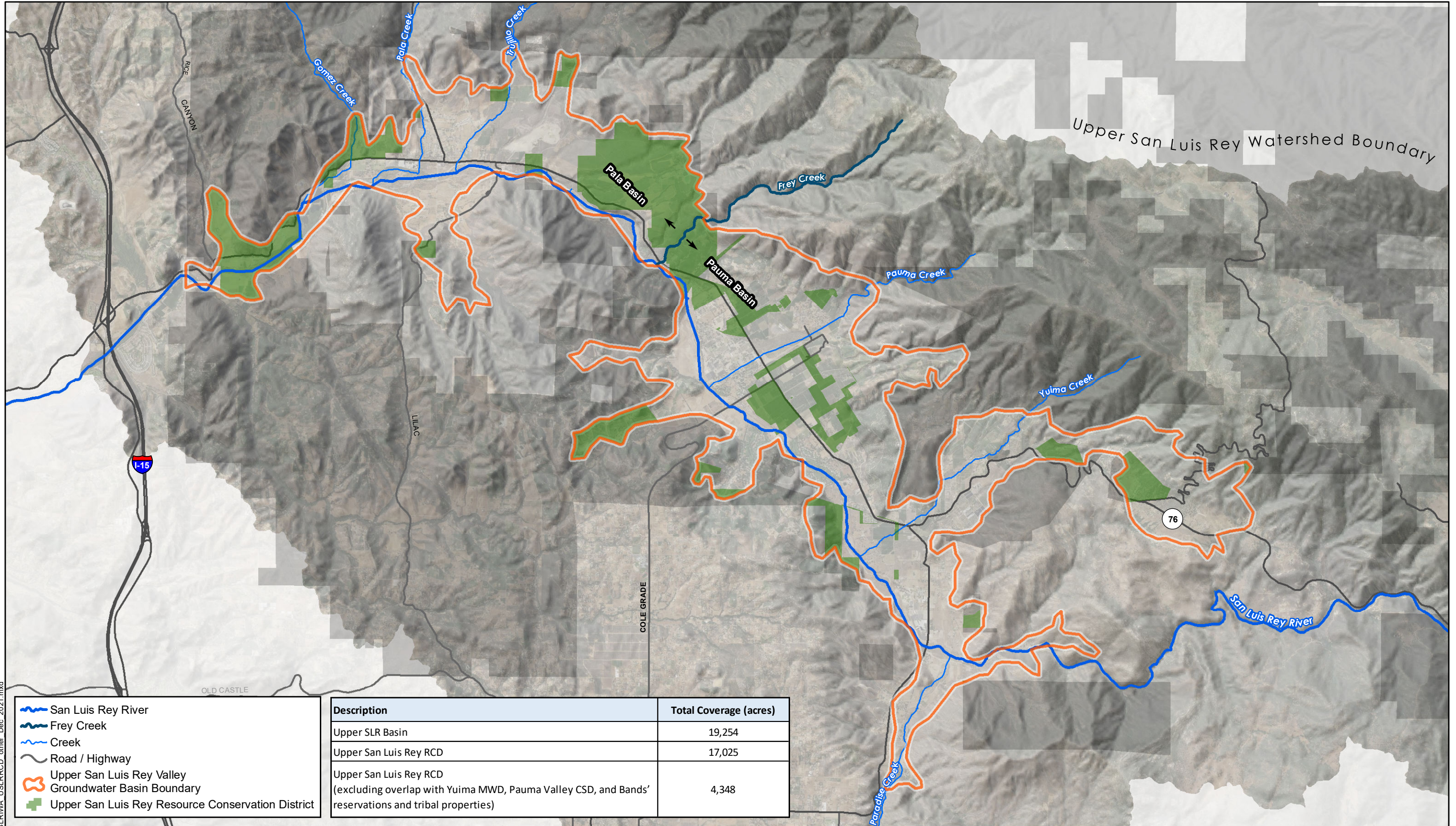


**SAN LUIS REY INDIAN WATER AUTHORITY  
DWR AND UPPER SAN LUIS REY RIVER BASIN BOUNDARY NET COVERAGE BY THE  
YUIMA MUNICIPAL WATER DISTRICT AND THE PAUMA VALLEY COMMUNITY SERVICES  
DISTRICT (EXCLUDING RESERVATIONS AND TRIBAL PROPERTIES)  
DRAFT 12/30/2021**



Document Path: J:\168\SLR\IWA\_YuimaMWD\_and\_PVCSD\_Dec 2021.mxd

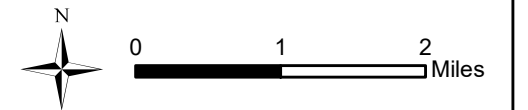


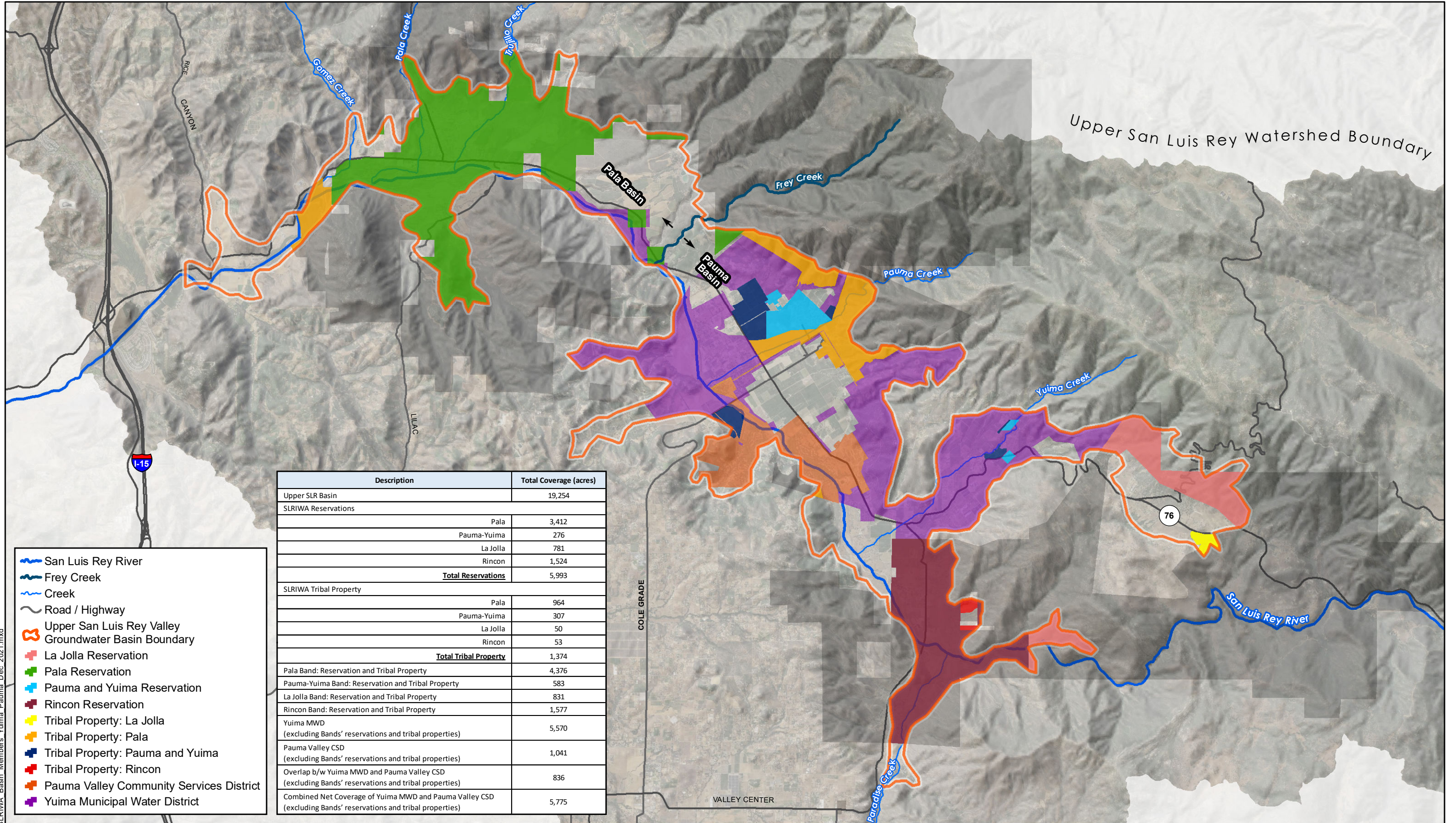


Document Path: J:\168\SLR\RIWA\_USLRRCDD\_other\_Dec\_2021.mxd



**SAN LUIS REY INDIAN WATER AUTHORITY**  
**DWR AND UPPER SAN LUIS REY RIVER BASIN BOUNDARY COVERAGE BY**  
**UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT**  
**(EXCLUDING COVERAGE BY YUIMA MWD, PAUMA VALLEY CSD, AND MEMBER TRIBE RESERVATIONS & TRIBAL PROPERTIES)**  
 DRAFT 12/30/2021

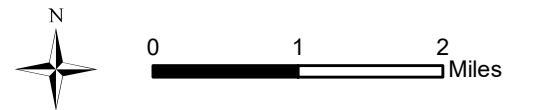




Document Path: J:\168\SLRIWA\_Basin\_Members\_Yuima\_Pauma\_Dec\_2021.mxd



**SAN LUIS REY INDIAN WATER AUTHORITY  
DWR AND UPPER SAN LUIS REY RIVER BASIN BOUNDARY COVERAGE BY MEMBER TRIBE  
RESERVATIONS AND TRIBAL PROPERTIES, AND YUIMA MWD AND PAUMA VALLEY CSD  
(EXCLUDING RESERVATIONS AND TRIBAL PROPERTIES)  
DRAFT 12/30/2021**



## **Exhibit C**

# **Attachments 1 through 21 to Timeline of Events**

# **ATTACHMENT 1**



**MEMORANDUM OF UNDERSTANDING  
DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN  
FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN**

This Memorandum of Understanding for the Development of a Groundwater Sustainability Plan (“Plan”) for the San Luis Rey Valley Groundwater Basin (“MOU”) is entered into and effective this 27 day of June, 2017 by and between the Pauma Valley Community Services District (“Pauma Valley CSD”), Upper San Luis Rey Resource Conservation District (“USLRRCD”), Yuima Municipal Water District (“Yuima MWD”) and the County of San Diego (“County”). The Pauma Valley CSD, USLRRCD, Yuima MWD and the County are each referred to herein as a “Party” and are collectively referred to herein as the “Parties”.

**RECITALS**

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (“SGMA”) found at California Water Code Section 10720, *et seq*; and

WHEREAS, SGMA went into effect on January 1, 2015; and

WHEREAS, SGMA seeks to provide sustainable management of groundwater basins, enhance local management of groundwater, establish minimum standards for sustainable groundwater management, and provide local groundwater agencies the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, the Parties have each declared to be a Groundwater Sustainability Agency (“GSA”), per Section 10723.8 of SGMA, overlying portions of the Pauma Valley Subbasin of the San Luis Rey Valley Groundwater Basin (“SLR Basin”) [Figure 1], identified as Basin Number 9-7, a Bulletin 118 designated medium-priority basin; and

WHEREAS, Section 10720.7 of SGMA requires all basins designated as high- or medium-priority basins designated in Bulletin 118 be managed under a Plan or coordinated Plans pursuant to SGMA; and

WHEREAS, Section 10720.7 of SGMA requires all high- and medium-priority basins be managed under a Plan by January 31, 2022; and

WHEREAS, the California Department of Water Resources (“DWR”) has identified the SLR Basin as medium priority; and

WHEREAS, each Party has statutory authorities that are important to groundwater management and SGMA compliance and are all local agencies who are eligible to serve as a GSA within their respective service areas; and

WHEREAS, Section 10720.3 of SGMA provides that a federally recognized Indian tribe may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan; and

WHEREAS, the Parties wish to use the authorities granted to them pursuant to SGMA and utilize this MOU to memorialize the roles and responsibilities for developing the Plan; and

WHEREAS, it is the intent of the Parties to eliminate any overlap by forming a multi-agency GSA, via this MOU (and per Section 10723.8(c) of SGMA), within the Pauma Valley Subbasin of the SLR Basin and collectively developing and implementing a single Plan to sustainably manage the Pauma Valley Subbasin in the SLR Basin; and

WHEREAS, the Parties recognize that this MOU does not confer additional powers or authorities to a Party outside of that Party's jurisdictional boundaries, as shown on Figure 2; and

WHEREAS, it is further the intent of the Parties to cooperate in the successful implementation of the Plan not later than the date as required by SGMA for the SLR Basin; and

WHEREAS, the Parties wish to memorialize their mutual understandings by means of this MOU; and

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the Pauma Valley CSD, USLRCD, Yuima MWD and the County hereby agree as follows:

**I. Purposes and Authorities**

1. Purpose:

- a. This MOU is entered into by the Parties for the purpose of establishing and operating as a multi-agency GSA and cooperating to develop a single Plan for the SLR Basin (Figure 1) pursuant to Section 10727 *et seq.* of SGMA.
- b. The Parties intend to develop and implement a single Plan as expeditiously as possible to sustainably manage the Pauma Valley Subbasin of the SLR Basin that complies with the requirements set forth in SGMA and its associated implementing regulations.
- c. It is the intent of the Parties to operate as a single, multi-agency GSA to develop the Plan in accordance with Section IV of the MOU. The Parties intend to further refine and memorialize roles and responsibilities for Plan implementation during preparation of the Plan. Future amendments to this MOU may include considerations of long-term funding and alternative GSA governance structure(s) by mutual agreement of the Parties.

2. Authorities: The Parties recognize that the authorities afforded to a GSA pursuant to Section 10725 *et seq.* of SGMA are in addition to and separate from the statutory authorities afforded to each Party individually.

**II. Definitions.**

As used in this MOU, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1. "Consensus" as used in this MOU shall mean the concurrence of each Party of the Executive Team on any given decision.
2. "Cost Recovery Plan" refers to an evaluation of fee recovery options and proposed fee recovery alternative(s) that may, assuming all legal prerequisites are first

satisfied, be available to GSAs pursuant to Sections 10730 and 10730.2 of SGMA. Cost Recovery Plan, as used in this MOU can include a no-fee recovery option.

3. "County" refers to the County of San Diego, a Party to this MOU.
4. "County Board" refers to the San Diego County Board of Supervisors, the County's governing body.
5. "County Team" refers to the County staff responsible for carrying out the terms of this MOU for the County.
6. "DWR" refers to the California Department of Water Resources.
7. "Emergency Regulations" refer to the Emergency Regulations for Groundwater Sustainability Plans and Alternatives that were adopted by the California Water Commission on May 18, 2016 (California Code of Regulations Title 23, Division 2, Chapter 1.5, Subchapter 2, Groundwater Sustainability Plans), and any amendments thereto.
8. "Executive Team" refers to the working group created in Section III.3 of this MOU.
9. "Governing Body" means the decision making body of each Party.
10. "Groundwater Sustainability Plan" or "Plan" is the basin groundwater management plan for the SLR Basin that the Parties to this MOU are seeking to develop and implement pursuant to SGMA.
11. "GSA" means Groundwater Sustainability Agency under SGMA.
12. "Memorandum of Understanding" or "MOU" refers to this agreement.
13. "Mootamai MWD" refers to the Mootamai Municipal Water District, a member of the Executive Team.
14. "Party" refers to [each of] the Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, Yuima Municipal Water District and/or the County of San Diego (collectively "Parties").
15. "Pauma MWD" refers to the Pauma Municipal Water District, a member of the Executive Team.
16. "Pauma Valley CSD" refers to the Pauma Valley Community Services District, a Party to this MOU and member of the Executive Team.
17. "Pauma Valley Subbasin" refers to the portion of the San Luis Rey Groundwater Basin (Bulletin 118 Basin Number 9-7) upstream of Frey Creek.
18. "Plan Schedule" includes all the tasks necessary to complete the Plan and the date scheduled for completion.
19. "SGMA" refers to the Sustainable Groundwater Management Act, Water Code Section 10720 *et seq.*, and any amendments thereto.
20. "Stakeholder Engagement Plan" means the plan developed pursuant to Section IV.3.c of this MOU.
21. "State" means the State of California.

22. "SWRCB" refers to the State Water Resources Control Board.
23. "USLRRCD" refers to the Upper San Luis Rey Resource Conservation District, a Party to this MOU and member of the Executive Team.
24. "Yuima MWD" refers to the Yuima Municipal Water District, a Party to this MOU and member of the Executive Team.

### **III. Agreement.**

The Parties to this MOU agree that:

1. The Parties will work in good faith and coordinate all activities, both as individual and independent agencies and as Parties under this MOU, to meet the objectives of this MOU. The Parties shall cooperate with one another and work as efficiently as possible in the pursuit of all activities and decisions described in this MOU.
2. The County shall act as the primary contact for the SWRCB and DWR and the lead Party under this MOU performing GSA actions and responsibilities on behalf of, and in close consultation with, the Parties via, among other things, the Parties' participation on the Executive Team, for the purposes of development and adoption of the Plan.
  - a. The Parties agree that the County shall consult with, and after full consideration of the recommendations of the Executive Team, act under the terms of the MOU to develop and adopt a Plan that complies with SGMA and the Emergency Regulations. The County may validate the Plan pursuant to Section 10726.6 of SGMA upon completion, if necessary.
  - b. The Parties agree to abide by applicable monitoring and implementation measures in the Plan to the best of the individual capacities and resources and to the extent required by SGMA, or other applicable law or authority.
  - c. After review and consultation with the Executive Team, the County Team shall submit the Plan to the County Board of Supervisors ("County Board") for adoption prior to submitting to DWR.
  - d. The Parties agree that the County, after obtaining input from the Executive Team, shall be the sole agency among the Parties to adopt the Plan for the SLR Basin as depicted in Figure 1.
  - e. The County has designated the Director, Planning & Development Services, or his/her designee(s), as the County department representative to carry out the terms of this MOU for the County.
  - f. The Parties agree that while the County will act on behalf of the Parties for the purposes outlined in this MOU, to facilitate local implementation of the Plan, alternative GSA governance structure(s) shall be considered by mutual agreement of the Parties and in consultation and collaboration with the Executive Team. Further development of roles and responsibilities of each Party for implementation of the Plan will occur during Plan development with deference to local implementation consistent with local agencies' authorities and responsibilities.

- i. An amendment to this MOU will be considered in conjunction with consideration of the Plan adoption (or Plan amendment) by the County Board, as provided in Section X.1 of this MOU, below.
    - ii. Any amendment(s) to this MOU will be presented to each Party's Governing Body for approval prior to consideration of approval by the County Board.
3. The Parties hereby create an Executive Team to work on Plan development.
  - a. The Executive Team shall consist of members from each of the following agencies: Mootamai MWD, Pauma MWD, Pauma Valley CSD, USLRCD, and Yuima MWD. Each of these agencies shall appoint two members, at least one of which must be from within its agency's organization, to the Executive Team. The Members shall have authority from the appointing agency's Governing Body to act on behalf of that agency. The members should be knowledgeable about SGMA and/or groundwater management in the San Luis Rey Valley Groundwater Basin.
  - b. Additional agencies, entities and/or individuals with specific knowledge about SGMA or groundwater management may be asked, and any public agencies with jurisdiction that overlie the Pauma Valley Subbasin will be asked, to participate in Executive Team meetings.
  - c. Each Executive Team member shall serve at the pleasure of the appointing agency, and may be removed from the Executive Team by the appointing agency at any time.
  - d. Each Executive Team member's compensation for service on the Executive Team, if any, will be the responsibility of the appointing agency.
  - e. The Executive Team will meet periodically as needed to carry out the activities described in this MOU and in particular, Section IV, below.
  - f. It is intended that the interests of mutual water companies and private pumpers be represented through the agencies that are members of the Executive Team.
  - g. Tribes, mutual water companies and private pumpers will also have additional opportunities for involvement with the Plan development process through the Stakeholder Engagement Plan.
  - h. A representative of the County Team shall coordinate meetings and proceedings of the Executive Team.
4. The County hereby establishes the County Team to coordinate activities among the Parties and to develop the Plan.
  - a. The County Team shall consist of staff representatives from the County. County Team members may be removed/changed by the County at any time.
  - b. The County Team's service will be provided by the County.
  - c. A member from the County Team shall serve as the single representative to communicate actions conducted under this MOU to DWR.

5. The Parties agree that each Party will bear its own staff costs to participate in the activities under this MOU and in the development of the Plan. The Parties will provide support to the Executive Team and County Team by contributing staff time, information and facilities (where available) within available resources.
6. Each Party agrees that it will endeavor to devote sufficient staff time and other resources to ensure its active participation in the Executive Team for the development of the Plan for the SLR Basin, as set forth in this MOU.
7. Each Party agrees not to assess fees during Plan preparation, pursuant to Section 10730 of SGMA, to fund the Plan unless all Parties otherwise agree in writing.
8. Each of the Parties will provide expertise, guidance, and readily available data on those matters for which it has specific expertise, resource capacity or statutory authority, as is reasonably needed to carry out the objectives of this MOU.
9. Each Party is free to retain other consultants at its own cost to review and provide comment on the Plan and Plan components during Plan preparation. The Parties collectively agree to the creation of one Plan, and to not separately hire a consultant to develop a duplicative or conflicting Plan or components therein.
10. In an effort to promote trust and ensure collaboration amongst the Parties and to establish sustainability goals and an understanding regarding fundamental elements of the Plan, the Parties agree to facilitate the exchange of technical information between Parties throughout Plan preparation. The Parties shall keep this information confidential to the extent allowed by law.
11. County Team and Executive Team Meetings.
  - a. The County Team will establish a meeting schedule and location(s) between the County Team and Executive Team to discuss Plan development and implementation activities, assignments, milestones and ongoing work progress.
  - b. Attendance at all Executive Team meetings may be augmented to include staff or consultants to ensure that the appropriate expertise is available.

#### **IV. Roles and Responsibilities**

1. **County**: The County's primary responsibility is to act as the coordinator of the GSA on behalf of the Parties for the purposes of development and adoption of the Plan:
  - a. The County shall hire the consultant(s) to complete required components of the Plan. The contracting shall be subject to the County's competitive bid process, as applicable, and be subject to auditing by the County's Auditor and Controller.
  - b. The County shall fund the costs for the consultant(s) to complete the Plan.
  - c. The County Board, on behalf of the Parties, after receiving input and recommendations from the Executive Team, will be the sole approval body amongst the Parties for the Plan for the SLR Basin. The County shall submit the Plan to DWR pursuant to SGMA.

2. **Executive Team**: The Executive Team’s primary responsibility is to consult with and advise the County Team on issues of importance and on the activities described in the MOU.
  - a. Each member of the Executive Team shall be responsible for keeping his/her respective management and governing board informed of the progress towards the development of the Plan and for obtaining any necessary approvals from management/governing board in its participation in the Plan process.
  - b. The Executive Team will provide readily available information and data to the County Team regarding the development of a Plan that achieves the goals and objectives outlined in SGMA.
  - c. The Executive Team will provide input and recommendations on matters including but not limited to:
    - i. Water budget;
    - ii. Projects/Management actions (including any proposed enforcement actions and curtailments); and
    - iii. Plan implementation measures:
      - A. Fee assessment and financing options; and
      - B. Governance structure and future agreements for implementation of SGMA.
3. **County Team**: The County Team’s primary responsibility is to direct and coordinate Plan activities and to develop a coordinated Plan that complies with SGMA and the Emergency Regulations.
  - a. The Plan shall include, but not be limited to enforcement measures, a detailed breakdown of each Party’s agreed upon responsibilities for Plan implementation, anticipated costs of implementing the Plan, and environmental review.
  - b. In conjunction with Plan preparation, a Cost Recovery Plan shall also be prepared, if necessary and in compliance with all applicable laws.
  - c. The County Team shall:
    - i. Develop and implement a Stakeholder Engagement Plan, with input from the Executive Team, which shall consider the interests of all beneficial uses and users of groundwater as listed in Section 10723.2 of SGMA.
    - ii. Establish a schedule, and coordinate and participate in regular meetings of the Executive Team to discuss Plan development, tasks, milestones, ongoing work progress, and future implementation activities. This is intended to provide for consistent and effective communication between Parties.
    - iii. Develop a timeline that describes the anticipated tasks to be performed under this MOU and dates to complete each task (“Plan

Schedule”). The Plan Schedule will allow for the preparation of a legally defensible Plan and includes allowances for public review and comment, and input by the Executive Team prior to deadlines established by SGMA.

- iv. Develop a scope of work, budget, and Cost Recovery Plan, for the work to be undertaken pursuant to this MOU. The Cost Recovery Plan, if approved, may include cost recovery options to fund a Party’s implementation costs, to the extent authorized by law.
  - v. Keep the Executive Team informed of the progress toward the development of the Plan.
  - vi. Seek input and recommendations from the Executive Team to ensure development of the Plan is a collaborative effort amongst all Parties.
- d. The County Team, in partnership with the Executive Team or independently, may pursue grants, services and other funding opportunities to benefit the Parties and the Plan. County Team responsibilities may also therefore include grant administration on behalf of the Parties.

**V. Decision Making**

1. During Plan development, the Executive Team shall provide a series of group recommendations to the County Team on various key issues including, but not limited to, items referenced in Section IV.2.c during Plan development.
2. The Executive Team shall work in a manner that seeks to achieve Consensus for the group recommendations to the County Team.
3. The County Team will provide the Executive Team adequate time (30 days) in which to make recommendations on major issues as described in Section IV.2. If Consensus cannot be reached on a particular issue the County Team will then make a final decision concerning the issue.
4. If the Executive Team provides a Consensus recommendation that the County Team disagrees with, the County Team must provide a detailed description and justification of the reason(s), supported by the requirements of SGMA, why the County Team proposes not to include the Executive Team’s recommendation. Such required justification shall be provided to the Executive Team within a reasonable period of time.

**VI. Indemnification.**

1. Claims Arising From Concurrent Acts or Omissions.

To the extent authorized by California law, and notwithstanding Government Code Section 895.2, each Party hereby agrees to defend itself from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, clear their own defense costs, and waive their right to seek reimbursement of such costs.



2. Joint Defense

In cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts. Parties further agree that no party may bind another to a settlement agreement without the written consent of all Parties.

3. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgement and awards, consistent with such comparative fault.

**VII. Litigation.**

In the event that any lawsuit is brought against any Party based upon or arising out of the terms or obligations imposed by this MOU, or the development of a Plan, by a person or entity who is not a Party to this MOU, the Parties shall cooperate in the defense of the action. Each Party shall bear its own legal costs, if any, associated with such litigation, though the County as the Party to the GSA preparing and adopting the Plan for the SLR Basin, shall be responsible for defending the Plan throughout preparation, adoptions by the County Board, and validation pursuant to Section 10726.6 of SGMA, where validation is necessary, however, each Party shall still bear its own legal costs, if any, in any such litigation.

**VIII. Books and Records.**

Each Party shall have access to and the right to examine any of the other Parties' pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement, providing that nothing in this paragraph shall be construed to operate as a waiver of any applicable privilege. Each Party shall keep this information confidential to the extent allowed by law.

**IX. Notice.**

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the Parties at their respective addresses as follows:

For the Pauma Valley CSD:

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

With a copy to:

Steven Anderson  
Best Best & Krieger LLP  
3390 University Ave., 5th Floor  
Riverside, CA 92501

For USLRRCD:

Upper San Luis Rey Resource  
Conservation District  
P.O. Box 921  
Pauma Valley, CA 92061

With a copy to:

Oggie Watson  
Upper San Luis Rey Resource  
Conservation District  
P.O. Box 921  
Pauma Valley, CA 92061

For Yuima MWD:

Richard S. Williamson  
General Manager  
Yuima Municipal Water District  
P.O. Box 177  
Pauma Valley, CA 92061

With a copy to:

Jeffrey G. Scott  
Law Offices of Scott & Jackson  
16935 West Bernardo Drive, Suite 170  
San Diego, CA 92127

For the County:

San Diego County  
Administrative Officer  
San Diego County  
1600 Pacific Highway  
San Diego, CA 92101

With a copy to:

Justin Crumley, Senior Deputy  
Office of County Counsel  
1600 Pacific Highway, Rm 355  
San Diego, CA 92101

Any Party may change the address or facsimile number to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5<sup>th</sup>) day following deposit in the mail if sent by first class mail.

**X. Miscellaneous.**

1. Term and Duration of Agreement. Except as provided in this Section, this MOU shall remain in full force and effect until the date upon which the Parties, except those Parties no longer participating in the MOU due to withdrawal or otherwise, have all executed a document terminating or modifying the provisions of this MOU.
  - a. Planned Reevaluation of Agreement. The Parties agree to evaluate, and in good

faith negotiate, whether to replace this MOU with a different legal agreement, to potentially include the creation of a joint powers authority, on or before the submission of a Plan to DWR. Future amendments to this MOU may include considerations of alternative GSA governance structure(s) by mutual agreement of the Parties, including additional GSA-eligible entities.

- b. Withdrawal from MOU. Any Party may withdraw from this MOU by delivery of written notice to withdraw to all of the other Parties at least 60 days prior to the date of proposed withdrawal. Such withdrawal shall not affect the legally binding status of the MOU or otherwise change the legal rights or obligations of any other Party to this Agreement. Prior to its date of proposed withdrawal from this MOU, a Party is required to withdraw, per Section 10723.8(e) of SGMA, its GSA notification from DWR, or that Party's withdrawal from the MOU will not be effective. That Party or any assignee may choose to continue participating in Executive Team meetings.
- c. Dissolution or Change in Status. If a Party dissolves or has a change in status as a local agency, pursuant to Section 10721(n) of SGMA, such withdrawal shall not affect the legally binding status of the MOU or otherwise change the legal rights or obligations of any other Party. That Party may choose to continue participating in Executive Team meetings.
2. No Third Party Beneficiaries. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right on a third party, or the power or right to bring an action to enforce any of its terms.
3. Amendments. This Agreement may be amended only by written instrument duly signed and executed by all Parties.
4. Compliance with Law. In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.
5. Jurisdiction and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of San Diego, California.
6. Waiver. The waiver by any Party or any of its officers, agents or employees, or the failure of any Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the Parties.
7. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons

executing this Agreement on behalf of their respective Party understand that the Parties are relying on these representations in entering into this Agreement.

8. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each Party.
9. Severability. The provisions of this Agreement are severable, the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect, except to the extent that the invalidity of the severed provisions would result in a failure of consideration or would materially adversely affect any Party's benefit of its bargain. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and results in a failure of consideration or materially adversely affects any Party's benefit of its bargain, the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the Parties in the changed circumstances.
10. Entire Agreement.
  - a. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.
  - b. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.
11. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
12. Recitals. The recitals stated at the beginning of this MOU shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals shall be deemed binding terms and conditions of this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU regarding Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin on the date first above written.

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

By: Richard Nolan  
Richard Nolan  
President, Board of Directors

UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

By: \_\_\_\_\_  
Jesse Hutchings  
President, Board of Directors

YUIMA MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Bill Knutson  
President, Board of Directors

COUNTY OF SAN DIEGO  
A political subdivision of  
the State of California

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY  
BY COUNTY COUNSEL

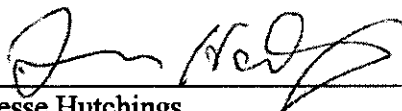
By: \_\_\_\_\_  
Senior Deputy

IN WITNESS WHEREOF, the Parties hereto have executed this MOU regarding Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin on the date first above written.

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Richard Nolan  
President, Board of Directors

UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

By:  \_\_\_\_\_  
Jesse Hutchings  
President, Board of Directors

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Jesse Hutchings  
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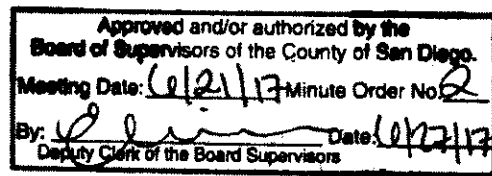
YUIMA MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Bill Knutson  
President, Board of Directors

COUNTY OF SAN DIEGO  
A political subdivision of  
the State of California

By: AD Hill  
Clerk of the Board of Supervisors

DATE: 6/27/17

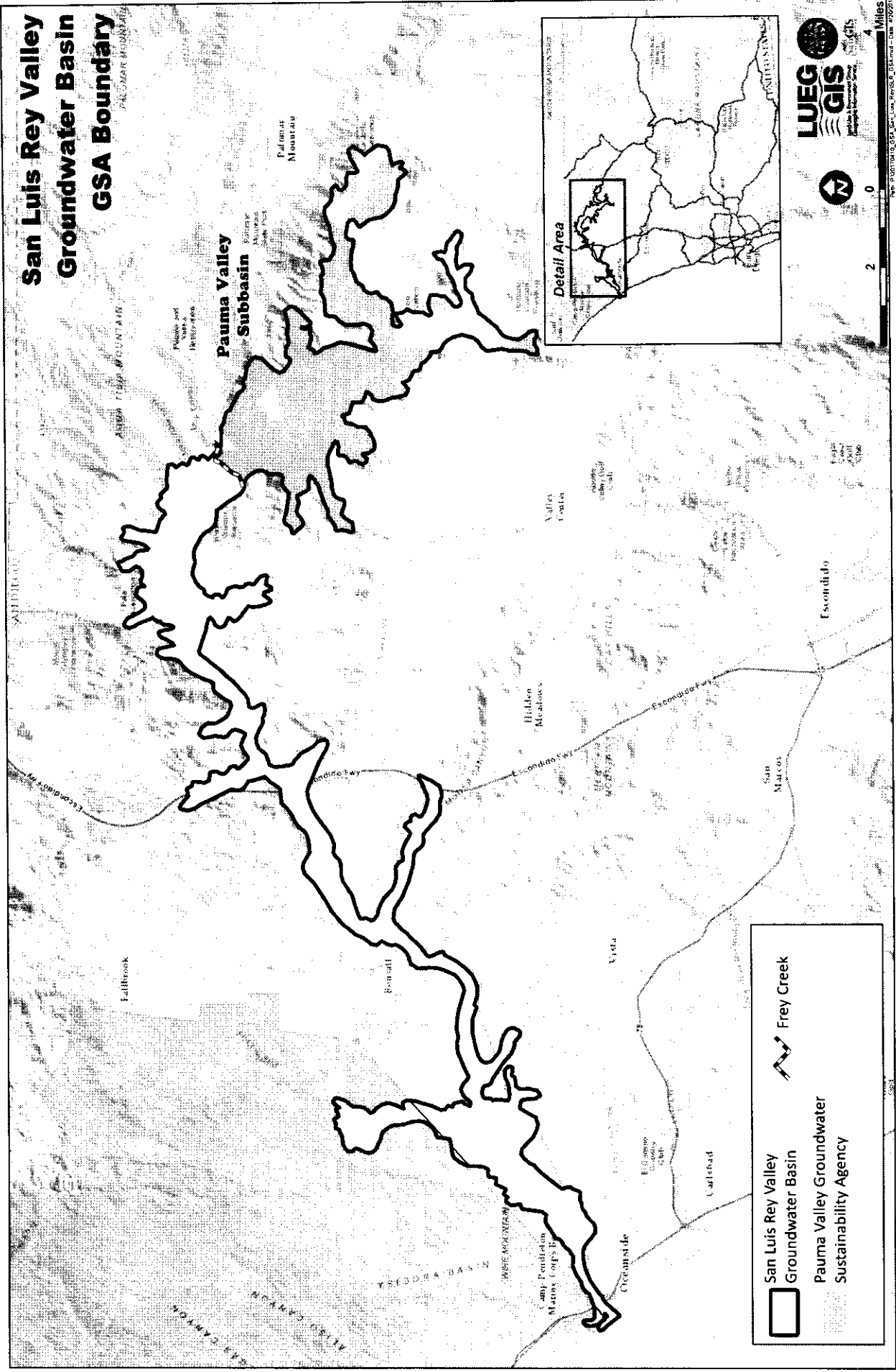


APPROVED AS TO FORM AND LEGALITY  
BY COUNTY COUNSEL

By: [Signature] 6/27/17  
Senior Deputy



# San Luis Rey Valley Groundwater Basin GSA Boundary



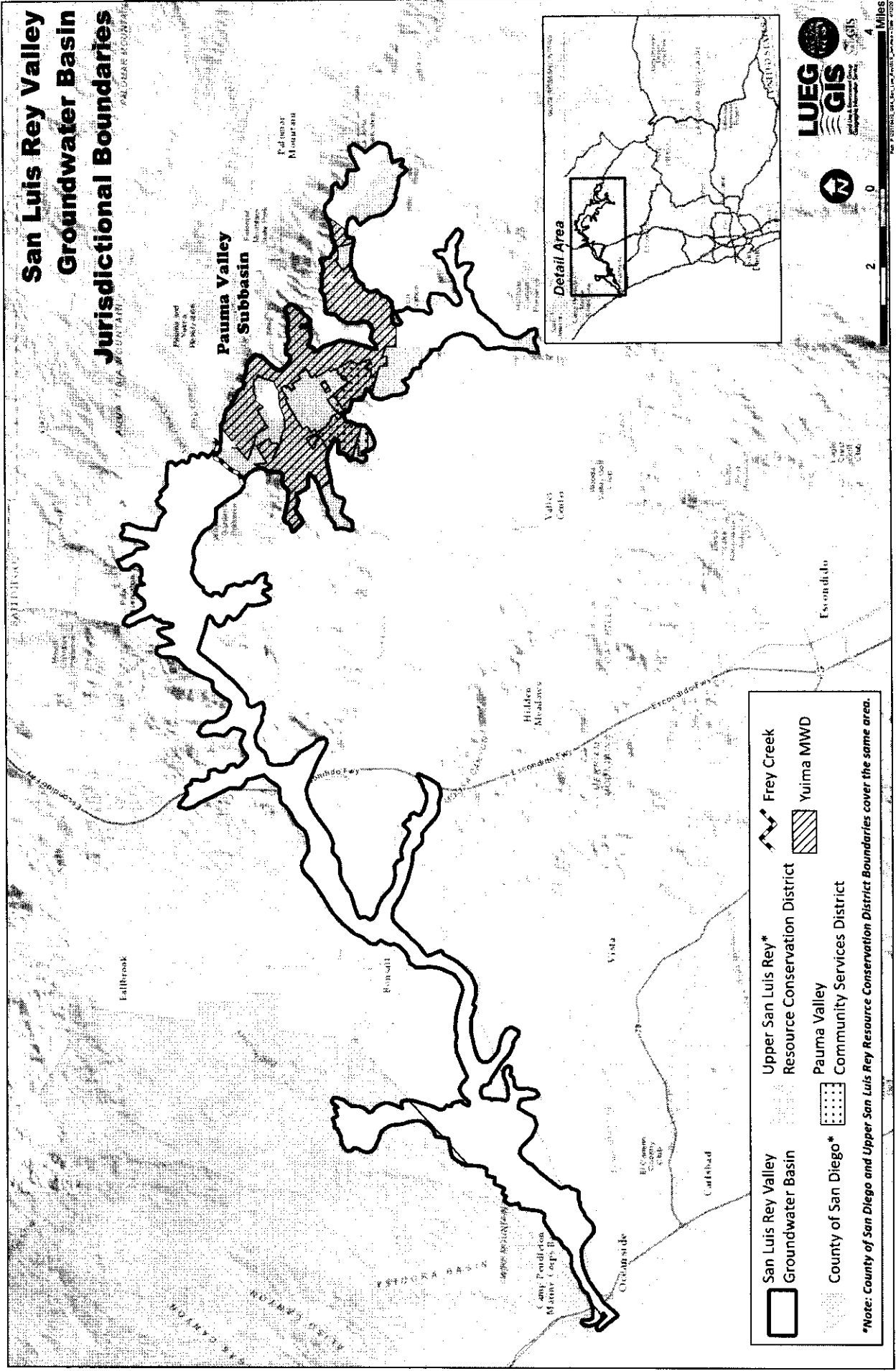
**San Luis Rey Valley Groundwater Basin**
  
**Frey Creek**
  
**Pauma Valley Groundwater Sustainability Agency**

**Note: The Federal government and any federally recognized Indian tribe are exempt from the requirements of SGMA and therefore, not included in the County of San Diego GSA Boundary.**



0 2 4 Miles

# San Luis Rey Valley Groundwater Basin Jurisdictional Boundaries



**San Luis Rey Valley Groundwater Basin**

**County of San Diego\***

**Upper San Luis Rey\* Resource Conservation District**

**Pauma Valley Community Services District**

**Frey Creek**

**Yuima MWD**

*\*Note: County of San Diego and Upper San Luis Rey Resource Conservation District Boundaries cover the same area.*

**Note: The Federal government and any federally recognized Indian tribe are exempt from the requirements of SGMA and therefore, not included in the County of San Diego GSA Boundary.**

# **ATTACHMENT 2**



# County of San Diego

MARK WARDLAW  
DIRECTOR

PLANNING & DEVELOPMENT SERVICES  
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123  
(858) 694-2962 • Fax (858) 694-2555  
[www.sdcounty.ca.gov/pds](http://www.sdcounty.ca.gov/pds)

June 28, 2017

Mark Nordberg, GSA Project Manager  
Senior Engineering Geologist  
Department of Water Resources  
901 P Street, Room 213A  
Post Office Box 942836  
Sacramento, CA 94236

Delivery via E-Mail  
([Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov))

## **GSA NOTIFICATION: MEMORANDUM OF UNDERSTANDING FOR THE PAUMA VALLEY GROUNDWATER SUSTAINABILITY AGENCY**

Dear Mr. Nordberg:

Pursuant to California Water Code (Water Code) Section 10723.8, the County of San Diego (County) provided notice on August 25, 2016 to the California Department of Water Resources (DWR) of the County's decision to become a Groundwater Sustainability Agency (GSA) for the Pauma Valley Subbasin of the San Luis Rey Valley Groundwater Basin (SLR Basin [DWR Basin No. 9-7]) (Attachment 1). Since other local public agencies also provided notices to become GSAs for the Pauma Valley Subbasin, the County and these local agencies collaborated on a Memorandum of Understanding (MOU) to eliminate any overlap in the areas proposed to be managed. This MOU (Attachment 2) was approved by Pauma Valley Community Services District on May 30, 2017; Yuima Municipal Water District (MWD) on June 5, 2017; and Upper San Luis Rey Resource Conservation District on June 8, 2017 ("partner agencies") and by the County Board of Supervisors on June 21, 2017. The MOU establishes the Pauma Valley GSA as a multi-agency GSA for the Pauma Valley Subbasin of the SLR Basin, which comprises the County and partner agencies.

In addition to eliminating the overlap, the MOU establishes a County Team and an Executive Team, which comprises representatives from local public agencies who will provide input and recommendations to the County Team on key issues throughout Plan development. In lieu of GSA involvement, Mootamai MWD, Pauma MWD and Valley Center MWD will withdraw their GSA notices prior to the June 30, 2017 GSA formation deadline and participate on the Executive Team. The MOU further identifies the terms under which each agency agrees to work collaboratively to prepare a single Groundwater Sustainability Plan (GSP) that complies with the requirements of the Sustainable Groundwater Management Act (SGMA) to sustainably manage groundwater in the

Pauma Valley Subbasin of the SLR Basin. The County and partner agencies intend to reconsider governance options during GSP development to jointly manage groundwater in the basin.

DWR identifies the SLR Basin as extending from the confluence of the San Luis Rey River and Paradise Creek continuing downstream through four valleys (Pauma, Pala, Bonsall, and Mission) and ending at the Pacific Ocean in the City of Oceanside<sup>1</sup>. However, based on prior decisions by the State of California, the groundwater in the Mission, Bonsall, and Pala Subbasins of the SLR Basin has been determined to be a subterranean stream flowing through known and definite channels and under the jurisdiction of the State Water Resources Control Board (State Water Board). SGMA specifically excludes subterranean streams from its groundwater management requirements. Since the State Water Board has management authority in these areas, the MOU between the County and partner agencies applies to the Pauma Valley Subbasin that is subject to the groundwater management requirements of SGMA. The County hereby provides notice, pursuant to Water Code Section 10723.8, of its intent to withdraw from being the presumed GSA in the area downstream of Frey Creek as indicated on Attachment 1. If the State Water Board redesignates the downstream area as percolating groundwater or SGMA is expanded to allow GSAs groundwater management authority of subterranean streams, the County reserves the right to declare over this area and cooperate with overlying local public agencies to ensure continued SGMA compliance throughout the SLR Basin.

The Pauma Valley GSA intends to work collaboratively with stakeholders to develop a GSP for the entire SLR Basin that is acceptable to DWR, complies with SGMA, and respects federally-reserved tribal water rights. The County and partner agencies remain committed to considering the interests of all beneficial uses and users of groundwater. To aid this effort, the County and partner agencies will develop a stakeholder engagement plan and provide an opportunity for interested parties to participate in the development and implementation of the GSP via regularly-scheduled public workshops, in accordance with Water Code Section 10727.8(a). Interested parties may sign up to receive information about GSP development at the County's SGMA webpage located at: <http://www.sandiegocounty.gov/pds/SGMA.html>.

By ensuring that all agencies that provided GSA notice to DWR are involved in development of the GSP via the Executive Team, the County and partner agencies concur that this agreement does not involve a material change from the information in the initial posted notices, yet eliminates the overlap as required by California Water Code Section 10723.8(c).

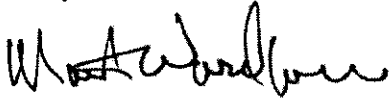
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<sup>1</sup> *California's Groundwater: Bulletin 118 (Bulletin 118)*

Mr. Nordberg  
June 28, 2017  
Page 3

If you have any questions, or require additional information, please contact the County Groundwater Geologist, Jim Bennett, at (858) 694-3820.

Sincerely,



MARK WARDLAW, Director  
Planning & Development Services

Attachments:

Attachment 1 – San Luis Rey Valley Groundwater Basin Map

Attachment 2 – MEMORANDUM OF UNDERSTANDING FOR THE PAUMA VALLEY  
GROUNDWATER SUSTABILITY AGENCY

cc.

Jim Bennett, Groundwater Geologist, County of San Diego

([jim.bennett@sdcounty.ca.gov](mailto:jim.bennett@sdcounty.ca.gov))

Lori Johnson, Mootamai Municipal Water District

Warren Lyall, Pauma Municipal Water District

Dick Nolan, Pauma Valley Community Services District

Gary Arant, Valley Center Municipal Water District

Ron Watkins, Yuima Municipal Water District

Jessie Hutchings, Upper San Luis Rey Resource Conservation District

# **ATTACHMENT 3**

10/18/18

**REQUEST FOR QUALIFICATIONS (RFQ)  
GROUNDWATER SUSTAINABILITY PLAN (GSP)  
FOR  
SAN LUIS REY VALLEY GROUNDWATER BASIN  
SAN DIEGO COUNTY, CALIFORNIA**

RFQ Issued: October 29, 2018

**RFQ Submission Deadline: 4:30 p.m. November 30, 2018**

**Yuima Municipal Water District**  
34928 Valley Center Road  
Pauma Valley, CA 92061-0177  
(760) 742-3704



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## FIGURES

- 1 San Luis Rey Valley Groundwater Basin

## 1 BACKGROUND

On September 14, 2014, the Governor of California signed into law California Senate Bills 1168 and 1319, and California Assembly Bill (AB) 1739 (collectively, the “Sustainable Groundwater Management Act”, or “SGMA”). In accordance with SGMA, the County of San Diego (County), Pauma Valley Community Services District (Pauma Valley CSD), Upper San Luis Rey Resource Conservation District (USLRRCD), and Yuima Municipal Water District (Yuima MWD) formed a multi-agency Groundwater Sustainability Agency (GSA) for the Pauma Subbasin of the San Luis Rey Valley Groundwater Basin (Basin) (Figure 1). As required by SGMA, the objective of the GSA will be to prepare a Groundwater Sustainability Plan (GSP) that will address groundwater sustainability in the Basin by restoring balance to regional water resources within 20 years.

Per the Emergency Regulations for GSPs and Alternatives<sup>1</sup> (Emergency Regulations) approved by the California Water Commission on May 18, 2016, the GSP must include a physical description of the basin, including groundwater levels, groundwater quality, subsidence, and information on groundwater and surface water interaction; data on historical and projected water demands and supplies; and a description of how the GSP will be coordinated with other plans, including the County’s General Plan. In addition, the GSP must identify the specific projects and management actions that the local governments and water supply agencies will implement to prevent undesirable results; measurable objectives for monitoring GSP effectiveness; data monitoring, management and reporting provisions; and the milestones for GSP implementation.

GSPs are prepared by GSAs and submitted to the California Department of Water Resources (DWR) for approval. A GSP for the San Luis Rey Valley Groundwater Basin must be adopted and submitted to DWR by January 31, 2022.

## 2 BASIN INFORMATION

According to DWR’s *California’s Groundwater: Bulletin 118 (Bulletin 118)*, the medium-priority Basin (Number 9-7) extends from the confluence of the San Luis Rey River and Paradise Creek continuing downstream through four valleys (Pauma, Pala, Bonsall and Mission) and ending at the Pacific Ocean in the City of Oceanside (Figure 1). Based on prior decisions by the State of California for the Basin, the groundwater in the Mission, Bonsall, and Pala Subbasins, located downstream of Frey Creek, have been determined to be a subterranean stream flowing through known and definite channels. SGMA specifically excludes subterranean streams from its requirements. Although subterranean streams are excluded from SGMA, most??? GSP components (as noted in Section 3) will be required for both the Pauma and Pala Subbasins (Figure 1). Other GSP components will be required for the entire Basin. The Pauma Subbasin extends from the

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<sup>1</sup> *California Code of Regulations (CCR) Title 23, Division 2, Chapter 1.5, Subchapter 2, Groundwater Sustainability Plans*

confluence of the SLR River and Paradise Creek to the Agua Tibia Narrows near the confluence of the SLR River and Frey Creek. The Pala Subbasin Extends from the Agua Tibia Narrows to Monserate Narrows.

During August, 2018 the Legislature passed , and the Governor subsequently signed, AB 1944, which redefined the boundaries of the San Luis Rey groundwater basins to become just the Upper Subbasin and the Lower Subbasin, with the boundary between the two being the Monserrate Narrows immediately East of Interstate 15. With the passage of AB 1944, the GSA anticipates revising governance to include local public agencies in both the Pala and Pauma Subbasins – collectively known as the “Upper San Luis Rey Valley Groundwater Subbasin, or Upper Subbasin”. Consistent with AB 1944, the agencies to be included in the revised GSA will work together with tribal entities to prepare the GSP and jointly manage groundwater in the Upper Subbasin. In addition to complying with SGMA and the Emergency Regulations, the implementation measures of the GSP will need to meet the needs of the local agencies and tribes in the Upper Subbasin of the Basin. Although Yuima MWD will administer the contract, the consultant will be required to coordinate activities with the San Luis Rey Valley Working Group (SLR Workgroup), which comprises representatives from local agencies and tribal entities. The consultant will also be required to provide support for comprehensive stakeholder involvement which will include regularly scheduled public meetings to aid in developing the GSP.

### **3 REQUEST FOR QUALIFICATIONS**

This RFQ is being issued by the Yuima MWD on behalf of the SLR Workgroup to retain professional consulting services, appropriately licensed by the State of California (Emergency Regulations Section 354.12), to prepare a GSP for the San Luis Rey Valley Groundwater Basin.

Although the contract will call for the consultant to prepare a GSP for the entire Basin that complies with SGMA and the Emergency Regulations, a hydrogeologic model, water budget, monitoring network, sustainable management criteria, and projects and management actions are not anticipated to be necessary in the “Lower Subbasin”, which is the portion of the Basin downstream of the Pala Subbasin.

It is anticipated that the contract which will be developed with the chosen consulting team will only allow work to be performed following the issuance of Task Orders or Notices to Proceed by Yuima. It is anticipated that the initial Task Order will be issued shortly following contract execution and will call for the consultant to perform the tasks necessary to complete the Data Development (Task Order 1) phase of the overall GSP.

Yuima MWD will not pay for any costs incurred in preparation and submission of the qualifications, or in anticipation of a contract.

#### 4. QUALIFICATIONS SUBMISSION DEADLINE

A Pre-Submittal meeting will be held at the Yuima MWD offices on November 20, 2018 to address any comments and/or questions that the firms considering submitting a Statement may have. The meeting is scheduled to begin at 10:00 a.m. and conclude no later than 12:00 noon. A memorandum will be issued by Yuima MWD that reflects the discussion at the meeting and modifies/clarifies the RFQ as deemed necessary by Yuima MWD and the Technical Team.

Submittals shall be delivered to the following address before 4:30 pm, November 30, 2018..

Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, CA 92061-0177

Submittals shall be clearly marked as follows:

**Qualifications for Preparation of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin.**

No late submission will be accepted for any reason. No exceptions will be allowed.

#### 4 QUALIFICATION SUBMITTAL REQUIREMENTS

Each submittal shall be limited to the maximum number of pages listed for each section. Qualifications shall be submitted in 3-ring binders or spiral/comb bound, tabbed, using 8 ½ by 11-inch paper, and minimum of 11 point font size. Prospective proposers shall submit seven (7) hard copies, and one (1) PDF copy stored on a USB thumb drive, to the address noted in Section 4 by the submission date and time. Electronic submittal of qualifications will not be accepted.

All firms wishing to be considered for this work shall include the following information in their qualifications, with a separate tab for each section:

**i. Cover Letter (Maximum: 1 page)**

Include in the cover letter, the office location where the project will be managed, and the name, title and location of the project manager.

**ii. Statement of Qualifications (Maximum: 5 pages)**

Provide a summary demonstrating the offeror's and any subconsultants unique qualifications necessary to prepare a GSP and provide services and support related to any other SGMA needs of the SLR Workgroup.

**iii. Project Team (Maximum: 2 pages per resume, No section page limit)**

Include an organization chart illustrating the key project team members, the firms they are affiliated with, and the role each will serve on the project; clearly identify the name and title of the proposed project manager; provide a brief resume demonstrating qualifications for successfully completing this work for each key project team member, their office location, and a brief summary for each proposed sub-consultant firm. The final contract will include a commitment of time and participation by the key staff identified by the consultant to be important to the objectives of the GSP for the study area.

**iv. Project Experience (Maximum: 5 pages)**

Include a description for at least five projects that demonstrate the qualifications of the firm to prepare a GSP for the Basin. Responding firms should specifically describe which GSAs they are currently under contract to perform work for, any other SGMA-related work, and/or groundwater management experience that would be pertinent to prepare a GSP for the Basin. Indicate the key project team members for each project or SGMA related experience described.

**v. Project Approach (Maximum: 20 pages)**

Provide a description of the proposed tasks that will be required or recommended to complete a GSP for the Basin. Identify those tasks that will involve significant input and participation from the SLR Workgroup and other stakeholders/public and those tasks that will require significant decisions from the SLR Workgroup. Describe the proposed approach for implementing SGMA and the Emergency Regulations. Describe milestones, appropriate deliverables, and important decisions to be made by the SLR Workgroup that will be necessary to complete a GSP for the Basin. Include a project schedule/Gantt chart. The target completion date for the GSP is June 30, 2021.

Since the consultant will be required to recommend allocations and sustainability projects in the GSP that are appropriate for the Upper Subbasin, the offeror is expected to demonstrate a clear understanding of the jurisdictional complexities, water rights, unique geologic and hydrogeological characteristics of the San Luis Rey Valley Basin, state requirements and stakeholder concerns specific to the Pala and Pauma Subbasins (Upper Subbasin). A critical component of this will be a determination of the amount of water (if any) which must legally be discharged to the lower subbasin from the upper subbasin

and an inventory of the water rights, contractual and judicial obligations for water pumping, delivery and/or usage.

Portions of the La Jolla, Pala, Pauma, and Rincon Tribes are located within the Upper Subbasin. The San Pasqual Tribe is also located in the vicinity of the Upper Subbasin. The local agencies are working with the tribes to develop a 50/50 partnership to administer SGMA in the Upper Subbasin. The consultant will be required to integrate tribal land into the GSP in accordance with agreements made between the local agencies and the tribes that fully respects federally-reserved water rights. A confidentiality agreement between the consultant and tribes may be required.

**vi. References (Maximum: 2 pages)**

Provide contact names and phone numbers for at least three (3) references for similar projects that the Proposer has performed related services within the last five years. Please include a brief description of the services provided, the duration of the project, the completion status of the projects, the total contracted fee for the project, and the agency contact name, title, phone number, and email.

**vii. Conflict of Interest**

Provide a discussion of any potential conflicts of interest the firm may have in performing this work for the GSA and any work currently being done or previously performed for any of the stakeholders, water rights holders, or land owners in the Basin. Stakeholders are defined as all governmental and Tribal interests within the Upper San Luis Rey groundwater subbasin, as well as any major landowner or business within said area.

**viii. Fee Schedule (No page limit)**

Include a fee schedule listing the billing rates for all classifications of personnel and sub-consultants that may be assigned to the project. Be advised that the fee schedule shall be included as an attachment to any contract that may result from this selection process, and, therefore, the fee schedule should reflect billing rates that will remain in effect through January 31, 2022.

All work associated with the preparation of the GSP and other tasks assigned by Yuima MWD shall be performed on a time and materials basis with a Cost Not to Exceed provision, under individual Task Orders to be reviewed and approved by Yuima MWD. All work shall be completed to the satisfaction of Yuima MWD and the SLR Workgroup within the time periods allocated for each Task Order and within the budget assigned to each Task Order.

## **5. QUALIFICATION REVIEW AND SELECTION PROCESS**

Yuima MWD and the SLR Workgroup will convene a review panel made up of local agencies and tribal representation. The review panel reserves the right to select a consultant based on its sole discretion. Yuima MWD with agreement from the review panel anticipates selecting only one consultant as the GSP consultant, and the consultant may contract directly with one or more sub-consultants as necessary and in coordination with Yuima MWD staff. A review panel established by the SLR Workgroup will review and evaluate the qualifications submitted in response to this RFQ. Each qualifications submittal will be reviewed for the following, in no particular order of importance:

- Quality and completeness of the qualifications submittal. (20%)
- Understanding of project requirements, and key project issues and challenges.(20%)
- Proposed approach for completing the project on schedule, efficiently, effectively and suitable for approval by DWR. (35%)
- Project team qualifications, experience with similar projects and potential for conflict of interest with any of the local agencies or tribes. (10%)
- Relative unit costs for similar skill/position sets in the offeror's organization. (5%)
- Thorough understanding and experience relative to Federal Reserved water rights, the San Luis Rey Indian Water Rights Settlement Act, and all matters that effect water rights in the Upper Basin. (10%)

If the review panel decides to convene in-person interviews with 2 or more offerors, offerors will be notified with the details of the interview process. Upon completion of interviews, if needed, the review panel will make a recommendation to the SLR Workgroup and the Yuima MWD Board of Directors to contract with the consultant. The selected firm should expect that the contract would include terms and conditions necessary to protect the interests of the SLR Workgroup, its members and overlying beneficial users of groundwater.

## **6. SCHEDULE**

A fully-executed agreement with the selected firm(s) is anticipated by no later than February 28, 2019.

## **7. CONTACT INFORMATION**

All comments and questions regarding this RFQ shall be made in writing via email or U.S. Mail to Yuima MWD at:

[yuima@yuimamwd.com](mailto:yuima@yuimamwd.com)

Yuima Municipal Water District  
34928 Valley Center Road  
Pauma Valley, CA 92061-0177

Responses to comments or questions shall be provided to all firms that requested a copy of the RFQ.



**FIGURE 1**

**SAN LUIS REY VALLEY GROUNDWATER BASIN MAP**

# **ATTACHMENT 4**



# COUNTY OF SAN DIEGO

## LAND USE AGENDA ITEM

### BOARD OF SUPERVISORS

GREG COX  
First District

DIANNE JACOB  
Second District

KRISTIN GASPAR  
Third District

RON ROBERTS  
Fourth District

BILL HORN  
Fifth District

**DATE:** November 14, 2018

**02**

**TO:** Board of Supervisors

### **SUBJECT**

**AUTHORIZATION FOR THE COUNTY OF SAN DIEGO TO WITHDRAW FROM MANAGING THE SAN LUIS REY VALLEY GROUNDWATER BASIN AS A GROUNDWATER SUSTAINABILITY AGENCY (DISTRICT: 5)**

### **OVERVIEW**

On June 21, 2017 (2), the Board of Supervisors (Board) entered into a Memorandum of Understanding (MOU) with the Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, and Yuima Municipal Water District (MWD) to establish a Groundwater Sustainability Agency (GSA) over the San Luis Rey Valley Groundwater Basin (Basin) as required by the State of California's Sustainable Groundwater Management Act (SGMA). Under SGMA, counties are the default GSA if no local public agencies elect to become a GSA for a basin. The purpose of a GSA under SGMA is to develop a Groundwater Sustainability Plan (Plan) in the Basin to achieve long-term groundwater sustainability. If multiple agencies elect to become a GSA over the same basin area, SGMA requires that the agencies reach an agreement regarding how multiple GSAs will administer a single Plan or coordinated Plans for a basin. The MOU defined roles and responsibilities during Plan development and served to eliminate overlapping jurisdictions that arose when multiple local public agencies declared to become a GSA over the same basin area.

Since June 2017, representatives from the County of San Diego (County), local public agencies, Tribes, California Department of Water Resources and the State Water Resources Control Board held 13 coordination meetings. These meetings enabled greater collaboration within the Basin resulting in an expanded tribal role for SGMA implementation. Additional changes in circumstances include the availability of state grant funding, a renewed interest by local public agencies in leading Plan development, and recent legislation (Assembly Bill 1944) expanding the Basin boundaries. Local public agencies and tribal governments that overlie the Basin are now working together to prepare a Plan and sustainably manage groundwater in accordance with SGMA. Because of this collaboration and the involvement of water supply and management agencies necessary for Plan implementation, staff recommend the County withdraw from the GSA.

If the County were to withdraw from SGMA, its role in the Basin would transition from managing groundwater resources as a GSA to that of a stakeholder, or non-GSA agency,

**SUBJECT:** AUTHORIZATION FOR THE COUNTY OF SAN DIEGO TO WITHDRAW FROM MANAGING THE SAN LUIS REY VALLEY GROUNDWATER BASIN AS A GROUNDWATER SUSTAINABILITY AGENCY (DISTRICT: 5)

overseeing integration of the Plan with the County's land use and well permitting responsibilities. The County would continue to participate in working group meetings but would rely upon local public agencies with water supply and water management responsibilities to develop and implement as-needed projects such as providing imported water to groundwater users to sustainably manage groundwater resources.

This item is a request for the Board to consider withdrawal from the MOU with Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, and Yuima MWD and to consider withdrawal of the County from being a GSA for the Basin.

**RECOMMENDATION(S)**  
**CHIEF ADMINISTRATIVE OFFICER**

1. Find that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(3) and 15378(b)(5) of the State CEQA Guidelines.
2. Authorize the Director of Planning & Development Services (PDS), to submit written notice to the Pauma Valley Community Services District, the Upper San Luis Rey Resource Conservation District, and the Yuima Municipal Water District withdrawing from the *Memorandum of Understanding: Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin* (MOU) while continuing to participate as a stakeholder in accordance with Section X(1)(b) of the MOU.
3. Authorize the Director of PDS to withdraw from being a Groundwater Sustainability Agency for the San Luis Rey Valley Groundwater Basin by notifying the California Department of Water Resources in accordance with Section 10723.8(c) of the Sustainable Groundwater Management Act.

**FISCAL IMPACT**

Funds for developing a Groundwater Sustainability Plan (Plan) within San Luis Rey Valley Groundwater Basin (Basin) are included in the Fiscal Year 2018-19 Operational Plan in Planning & Development Services, as approved by the Board on June 21, 2017 (2). If withdrawal from the Memorandum of Understanding is approved by the Board, approximately \$2.6 million of remaining funds budgeted to complete the Basin's Plan will be reallocated to the SGMA program overall as well as provide continued staff resources in the Basin. Reallocating these funds will result in cost avoidance in future fiscal years, and when combined with leveraging grants and cost sharing agreements, will enable the County to complete and implement Plans for other basins. There will be no change in net General Fund cost and no additional staff years.

**BUSINESS IMPACT STATEMENT**

N/A

**ADVISORY BOARD STATEMENT**

N/A

**SUBJECT:** AUTHORIZATION FOR THE COUNTY OF SAN DIEGO TO WITHDRAW FROM MANAGING THE SAN LUIS REY VALLEY GROUNDWATER BASIN AS A GROUNDWATER SUSTAINABILITY AGENCY (DISTRICT: 5)

## **BACKGROUND**

On September 16, 2014, Governor Brown signed the Sustainable Groundwater Management Act (SGMA) which provides a framework to regulate groundwater for the first time in California history. SGMA became effective January 1, 2015, requiring local public agencies to form Groundwater Sustainability Agencies (GSAs) by June 30, 2017. When multiple local public agencies declare to become a GSA over the same basin area, SGMA requires the parties to reach an agreement to eliminate the GSA jurisdictional overlap.

On June 21, 2017 (2), the Board of Supervisors (Board) entered into a Memorandum of Understanding entitled “*Memorandum of Understanding: Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin (MOU)*” with the Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, and Yuima Municipal Water District (MWD), which effectively established the Pauma Valley GSA over a portion of the San Luis Rey Valley Groundwater Basin (Basin). The purpose of the MOU was to memorialize roles and responsibilities in developing a Groundwater Sustainability Plan (Plan) and eliminate overlapping jurisdictions of each agency prior to the SGMA-mandated deadline of June 30, 2017. The Plan, which is required to include measures to sustainably manage groundwater in the Basin, must be developed and adopted by the GSA by January 31, 2022. The County of San Diego (County) entered into the MOU to comply with SGMA by the June 2017 deadline and safeguard against a probationary basin designation by the State Water Resources Control Board (State Water Board). A probationary basin designation would result in self-reporting requirements and fee assessments on groundwater users in the Basin while the State Water Board develops an interim Plan to manage groundwater resources. The MOU identified the County as the lead contracting agency responsible for providing the resources necessary to prepare the Plan, but included a provision for the County to withdraw from the MOU with an option to participate as a non-GSA member by providing written notice at least 60 days prior to the date of proposed withdrawal.

The Basin, as defined by California Department of Water Resources (DWR), extends from the confluence of the San Luis Rey River and Paradise Creek continuing downstream through four valleys (Pauma, Pala, Bonsall, and Mission) and ends at the Pacific Ocean in the City of Oceanside (Attachment A). Although DWR has mapped the Basin from Pauma Valley to the Pacific Ocean, only Pauma Valley was subject to the requirements of SGMA at the time the MOU was developed. The State of California determined that the groundwater in the Mission, Bonsall, and Pala Subbasins, located downstream of Frey Creek, is a subterranean stream flowing in known and definite channels. SGMA specifically excludes water that flows in known and definite channels from its requirements. Since the State Water Board has management authority in the Mission, Bonsall, and Pala Subbasins, the MOU only applied to groundwater in the Pauma Valley Subbasin that was subject to the requirements of SGMA.

## **Recent Developments**

Since formation of the GSA, County staff have participated in a working group that was established to involve Tribes and local public agencies in determining a governance structure for

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the development of the Plan. The working group includes the following GSA and non-GSA entities: Mootamai MWD, Pauma MWD, Pauma Valley Community Services District, Rainbow MWD, San Diego County Farm Bureau, San Luis Rey MWD, Upper San Luis Rey Resource Conservation District, Valley Center MWD, and Yuima MWD; the following tribal entities: San Luis Rey Indian Water Authority, La Jolla Band of Luiseño Indians, Pala Band of Mission Indians, Pauma Band of Luiseño Mission Indians, Rincon Band of Luiseño Indians, and San Pasqual Band of Mission Indians; and the following state agencies: DWR and the State Water Board. As of April 2018, two state grants in the amount of \$1.3 million have been awarded to develop the Plan through Proposition 1 funding administered by DWR. Estimates provided by consultants to prepare a SGMA-compliant Plan ranged from about \$1.2 million to \$1.7 million.

In May 2017, the terms of the San Luis Rey Indian Water Rights Settlement (Settlement) became final. The Settlement guarantees the San Luis Rey River Valley Indian Tribes (La Jolla, Pala, Pauma, Rincon, and San Pasqual) access to 16,000 acre-feet of water per year to compensate them for the lost San Luis Rey River water that, commencing in 1894, the federal government allowed to be diverted outside the San Luis Rey watershed for the benefit of local entities. To ensure the Settlement would be considered during Plan development, the tribes in the region sponsored Assembly Bill (AB) 1944, which Governor Brown signed into law on September 5, 2018. AB 1944 divided the Basin into the Upper San Luis Rey Valley Groundwater Subbasin (Upper Subbasin), which includes the Pala and Pauma Valleys, and the Lower San Luis Rey Valley Groundwater Subbasin (Lower Subbasin), which includes Bonsall and Mission Valleys. AB 1944 also specified that the entire Upper Subbasin would be subject to groundwater management in accordance with SGMA while the Lower Subbasin would not. AB 1944 provides for sustainable groundwater management of all lands surrounding tribal land within the Upper Subbasin and further enables the San Luis Rey River Valley Indian Tribes to participate in SGMA. Passage of AB 1944 expanded the area requiring GSA coverage to the entire Upper Subbasin, thus, compelling a change in governance for the Basin that will include both Pala and Pauma Valley.

Although tribes are not subject to the requirements of SGMA, any federally recognized tribe may voluntarily participate with GSAs in the preparation or administration of a Plan. Given that tribal participation is integral to the success of groundwater sustainability in the Basin, tribal participation has been encouraged. Since December 2017, the tribes have been meeting regularly with local and state public agencies along with the County to discuss groundwater governance that would integrate the tribes into SGMA. The engagement and evolving tribal participation in SGMA with a larger role in this basin, combined with grant funding to develop the Plan, sparked a renewed interest by local public agencies in leading the efforts to develop a Plan. These local public agencies include agencies with water supply and water management responsibilities within the Basin will be essential for Plan implementation. Given renewed interest, sufficient resources, and the ability to have local GSA coverage by water supply and management agencies needed for Plan implementation, the County's continued participation in Plan development as a GSA is not necessary to ensure the County's land use and well permitting responsibilities are considered. Although the County would continue to participate in working group meetings, the County may withdraw from both the MOU and from being a member of the GSA. As a non-GSA

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member of the working group, the County would rely upon local public agencies with water supply and water management responsibilities to develop and implement projects such as providing imported water to groundwater users in order to support potential groundwater sustainability measures outlined in the Plan.

**Future Governance**

These recent developments necessitate a new legal agreement between agencies that overlie the Upper Subbasin to define roles and responsibilities throughout Plan development and implementation. With guidance from the State Water Board and DWR, Tribes and local public agencies with water supply and water management responsibilities in the Basin have committed to develop a governance structure that would provide GSA coverage over the entire Upper Subbasin.

The local public agencies and other entities that overlie the Basin and comprise the working group are committed to a collaborative and consensus-based approach to Plan development. By assuming the role as contracting agency and grant administrator, Yuima MWD has agreed to lead the efforts to prepare a Plan while GSA governance evolves, thus reducing the need for the County's role as lead contracting agency. In addition to the established working group, SGMA requires public outreach and the consideration of interests of all beneficial uses and users of groundwater. As well as making use of this public process, the County would continue to regularly participate in meetings with the working group to provide technical guidance to the GSA during development of the Plan. Section X of the MOU, which provides for a participatory role in the working group consistent with other non-GSA members, affords the County the ability to ensure that groundwater sustainability measures are integrated with the County's land use and well permitting responsibilities. According to SGMA, a Plan would not supersede the land use authority of the County and must take into account the planning assumptions in the County's General Plan.

**Funding**

Approval of the MOU by the Board on June 21, 2017 (2) resulted in consulting costs of \$1.7 million over a two-year period to complete the Basin's Plan. Costs and revenue were included in the Fiscal Year (FY) 2017-18 and FY 2018-19 Operational Plans in Planning & Development Services, based on available one-time General Fund fund balance. The total budgeted cost for the Basin was approximately \$3.1 million, which included consulting costs and staff time. To date, approximately \$0.5 million in costs have been incurred for development of the Basin's Plan. If today's requests are approved by the Board, remaining funds of approximately \$2.6 million budgeted to complete the Basin's Plan will provide for continued staff resources in the Basin to ensure integration with the County's responsibilities and further reallocated to the SGMA program overall. Reallocating these funds will result in cost avoidance in future fiscal years, and when combined with leveraging grants and cost sharing agreements, will enable the County to complete and implement Plans for other basins. Additionally, approximately \$1.3 million in State grants were provided to Yuima MWD in FY 2018-19 for development of the Basin's Plan.

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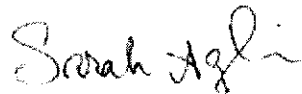
**ENVIRONMENTAL STATEMENT**

This requested action is not a project under CEQA because withdrawing the resolution to become GSA over the Basin is an administrative activity that does not result in any direct or indirect physical change in the environment, in accordance with Sections 15060(c)(3) and 15378(b)(5) of the State CEQA Guidelines.

**LINKAGE TO THE COUNTY OF SAN DIEGO STRATEGIC PLAN**

Today's proposed action to withdraw from managing the San Luis Rey Valley Groundwater Basin as a Groundwater Sustainability Agency supports the Sustainable Environments/Thriving Strategic Initiative in the County of San Diego's 2018-2023 Strategic Plan by creating and promoting diverse opportunities for residents to exercise their right to be civically engaged and find solutions to current and future challenges.

Respectfully submitted,



SARAH E. AGHASSI  
Deputy Chief Administrative Officer

**ATTACHMENT(S)**

Attachment A – San Luis Rey Valley Groundwater Basin Map



**SUBJECT:** AUTHORIZATION FOR THE COUNTY OF SAN DIEGO TO WITHDRAW FROM MANAGING THE SAN LUIS REY VALLEY GROUNDWATER BASIN AS A GROUNDWATER SUSTAINABILITY AGENCY (DISTRICT: 5)

**AGENDA ITEM INFORMATION SHEET**

**REQUIRES FOUR VOTES:**       Yes     No

**WRITTEN DISCLOSURE PER COUNTY CHARTER SECTION 1000.1 REQUIRED**  
 Yes     No

**PREVIOUS RELEVANT BOARD ACTIONS:**

June 21, 2017 (2), Memorandum Of Understanding And Authorization For a Competitive Solicitation To Prepare A Groundwater Sustainability Plan For The San Luis Rey Valley Groundwater Basin.

August 3, 2016 (3), Authorization For The County Of San Diego To Become A Groundwater Sustainability Agency Over Each Of The San Luis Rey Valley, San Pasqual Valley and San Diego River Valley Groundwater Basins.

**BOARD POLICIES APPLICABLE:**

N/A

**BOARD POLICY STATEMENTS:**

N/A

**MANDATORY COMPLIANCE:**

N/A

**ORACLE AWARD NUMBER(S) AND CONTRACT AND/OR REQUISITION NUMBER(S):**

N/A

**ORIGINATING DEPARTMENT:** Planning & Development Services

**OTHER CONCURRENCE(S):** Department of Environmental Health; Department of Public Works; Department of Parks and Recreation; Department of Agriculture, Weights and Measures

**CONTACT PERSON(S):**

Mark Wardlaw  
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# **ATTACHMENT 5**



# County of San Diego

**MARK WARDLAW**  
DIRECTOR

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5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123  
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**KATHLEEN A. FLANNERY**  
ASSISTANT DIRECTOR

January 23, 2019

Mark Nordberg  
Senior Engineering Geologist  
Department of Water Resources  
901 P Street, Room 213A  
Post Office Box 942836  
Sacramento, CA 94236

Delivery via E-Mail  
([Mark.Nordberg@water.ca.gov](mailto:Mark.Nordberg@water.ca.gov))

## **Withdrawal from Managing the San Luis Rey Valley Groundwater Basin as a Groundwater Sustainability Agency**

Dear Mr. Nordberg:

In accordance with California Water Code Section 10723.8(e), the County of San Diego (County) hereby provides written notice to the California Department of Water Resources (DWR) of the County's intent to withdraw from managing the San Luis Rey Valley Groundwater Basin (Basin) as a Groundwater Sustainability Agency (GSA) effective January 31, 2019.

Pursuant to County Board of Supervisors (Board) direction on November 14, 2018, County staff notified the remaining members of the Pauma Valley GSA of the County's intent to withdraw as a GSA and withdraw from the *Memorandum of Understanding Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin* (MOU). As stated in Section X of the MOU (Attached), the County's withdrawal does not affect the status of the MOU for the remaining members (Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, and Yuima Municipal Water District).

County staff will continue to participate as a non-GSA member of the established working group and the Board has authorized the County to contribute up to \$150,000 for the purpose of developing the Groundwater Sustainability Plan for the Basin for the benefit of the region and community.

Should you have any questions or need additional information, I can be reached at 858-694-3820 or [jim.bennett@sdcounty.ca.gov](mailto:jim.bennett@sdcounty.ca.gov).

Sincerely,



**JIM BENNETT**, Water Resources Manager  
Planning & Development Services

Attachment:

Memorandum of Understanding Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin

cc.

**Matt Zimmerman, DWR**  
[Matthew.Zimmerman@water.ca.gov](mailto:Matthew.Zimmerman@water.ca.gov)

**Sam Logan, President**  
Board of Directors  
Pauma Valley Community Services  
District  
33129 Cole Grade Road  
Pauma Valley, CA 92061

**Jesse Hutchings, President**  
Board of Directors  
Upper San Luis Rey Resource  
Conservation District  
P.O. Box 921  
Pauma Valley, CA 92061

**Richard S. Williamson**  
General Manager  
Yuima Municipal Water District  
P.O. Box 177  
Pauma Valley, CA 92061

**Steven Anderson**  
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Riverside, CA 92501

**Oggie Watson**  
Upper San Luis Rey Resource  
Conservation District  
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Pauma Valley, CA 92061

**Jeffrey G. Scott**  
Law Offices of Scott & Jackson  
16935 West Bernardo Drive, Suite 170  
San Diego, CA 92127

**San Diego County**  
Administrative Officer  
San Diego County  
1600 Pacific Highway  
San Diego, CA 92101

**Justin Crumley, Senior Deputy**  
Office of County Counsel  
San Diego County  
1600 Pacific Highway, Rm 355  
San Diego, CA 92101

# **ATTACHMENT 6**

**MEMORANDUM OF UNDERSTANDING FOR PHASE I: DATA COLLECTION FOR  
DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN  
FOR THE UPPER SAN LUIS REY GROUNDWATER SUBBASIN**

**1) Parties**

- a) Local Entities Primary Agencies:
  - i) Pauma Valley Community Services District
  - ii) Yuima Municipal Water District
- b) Local Entities Secondary Agencies
  - i) Upper San Luis Rey Resource Conservation District
  - ii) Pauma Municipal Water District
  - iii) Valley Center Municipal Water District
  - iv) Rainbow Municipal Water District
- c) Tribal Entity
  - i) San Luis Rey Indian Water Authority

**2) Purpose**

In order to bridge the gap between the Prior MOU and a new Memorandum of Understanding to be entered into by and among the Parties in light of the passage of AB 1944, the Parties desire to:

- a) Set parameters for the selection, direction and compensation of a Consultant to complete Study Tasks 1 and 2, which tasks are necessary to develop a single Groundwater Sustainability Plan for the USLR Subbasin in compliance with SGMA and its implementing regulations and in anticipation of preparing a Groundwater Sustainability Plan and entering into further governance agreements.
- b) Establish a Technical Team and an Executive Team to provide for effective use of available Grant Funding, enable technical transparency, and provide technical and program management oversight of the work of the Consultant(s).
- c) Maximize use of the Grant Funds to pay Consultant Costs.
- d) This MOU is solely for the above-described purposes. The Parties may negotiate and enter into separate agreement(s) related to governance of a groundwater sustainability agency and other issues beyond the scope of this MOU.

**3) Definitions**

- a) "Consultant" means the consultant(s) selected and retained by Yuima with the consent of the Technical Team and the Executive Team on behalf of the Parties to perform the Study contemplated herein.
- b) "Consultant Costs" means all fees, costs and/or other charges paid to Consultant for preparation of Study Tasks 1 and 2.
- c) "Consensus" as used in this MOU shall mean the approval of eighty percent (80%) of the members of the Executive Team, the Technical Team, and/or the Work Group, as the case may be, on any given decision.
- d) "County" refers to the County of San Diego.
- e) "DWR" refers to the California Department of Water Resources.

- f) "Executive Team" refers to the group described in Section 4 herein.
- g) "Executive Representative" has the meaning set forth in Section 4(b)(i) herein.
- h) "Governing Body" means the decision making body of each Party.
- i) "Groundwater Sustainability Plan" or "Plan" is the basin groundwater sustainability plan for the SLR Basin that the Parties to this MOU are seeking to develop pursuant to SGMA.
- j) "GSA" means Groundwater Sustainability Agency under SGMA.
- k) "Grant Funds" or "Grant Funding" refers to the grant awards 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 in the amount of \$753,200 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 in the amount of \$500,000, for a total of \$1,253,200 and any other grants as may be obtained regarding the development of the Plan.
- l) "Local Entity Primary Agencies" refers to each of Pauma Valley Community Services District and Yuima Municipal Water District.
- m) "Local Entity Secondary Agencies" refers to the Upper San Luis Rey Resource Conservation District, Mootamai Municipal Water District, Pauma Municipal Water District, Valley Center Municipal Water District and the Rainbow Municipal Water District.
- n) "Local Entity Costs" means those costs to be paid by the Local Entity Parties in accordance with the Local Entity Allocations, this Agreement and all applicable Grant Fund agreements.
- o) "Local Entity Parties" means collectively the Local Entity Primary Agencies and the Local Entity Secondary Agencies.
- p) "Local Entity Allocations" refers to the amount of funds to be paid by each of the Local Entity Parties to cover the Local Share of the costs to complete Study Tasks 1 and 2 and administrative costs related thereto, as follows:
  - i) Pauma Valley Community Services District: \$100,000.00
  - ii) Upper San Luis Rey Resource Conservation District \$ 12,500.00
  - iii) Pauma Municipal Water District \$ 12,500.00
  - iv) Yuima Municipal Water District \$100,000.00
  - v) Valley Center Municipal Water District \$ 12,500.00
  - vi) Rainbow Municipal Water District \$ 12,500.00
  - vii) County has agreed to provide \$150,000.00 towards the Local Share for the preparation of the Plan, to be memorialized through a separate instrument.
  - viii) Notwithstanding any other provision of this MOU, the funds allocation for the Local Entities Secondary Agencies shall be a one-time charge as provided for hereinabove during the term of this MOU, which amounts are anticipated to be sufficient to fund Study Tasks 1 and 2 as well as development of the Plan; the Local Entities Secondary

Agencies shall not be obligated to make any other payments arising from or related to this MOU, except as provided in a written amendment to this MOU signed by all the Parties.

- q) "Local Share" means the difference between (i) the total cost of Study Tasks 1 and 2 (including administrative costs related thereto), and (ii) the Grant Funds received for the conduct of Study Tasks 1 and 2 as well as development of the Plan.
- r) "Memorandum of Understanding" or "MOU" refers to this agreement.
- s) "Party" refers to each of the Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, Yuima Municipal Water District, Valley Center Municipal Water District, Rainbow Municipal Water District, Mootamai Municipal Water District, and/or San Luis Rey Indian Water Authority (collectively "Parties").
- t) "Pauma MWD" refers to the Pauma Municipal Water District.
- u) "Pauma Valley CSD" refers to the Pauma Valley Community Services District.
- v) "Prior MOU" means that certain Memorandum of Understanding entered into by Pauma Valley Community Services District, Yuima Municipal Water District, County of San Diego and Upper San Luis Rey Resource Conservation District dated, June 27, 2017. In the event of a conflict between the terms of this MOU and the Prior MOU, the terms of this MOU shall govern.
- w) "Rainbow MWD" refers to the Rainbow Municipal Water District.
- x) "SGMA" refers to the Sustainable Groundwater Management Act, Water Code Section 10720 *et seq.*, and any amendments thereto.
- y) "SLRIWA" refers to the San Luis Rey Indian Water Authority.
- z) "State" means the State of California.
- aa) "Study" means the study of the USLR Subbasin to be prepared by the Consultant in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference, funded by the Parties in accordance herewith, together with any and all ancillary actions arising out of or relating to the defense thereof. The Study is to be undertaken by way of individual tasks/Task Orders, in the discretion of the Executive Team and Technical Team.
- bb) "Study Tasks 1 and 2" means Task 1, Existing Data Compilation and Task 2, Existing Data Assessment, described in the Study attached as Exhibit A hereto.
- cc) "SWRCB" refers to the State Water Resources Control Board.
- dd) "Task Orders" shall be the individual tasks to be undertaken by the Consultant under its contract(s) with Yuima.
- ee) "Technical Team" means the group comprised of one technical representative from each Local Agency Primary Entity, one Technical Representative (defined below) and two technical representatives from the San Luis Rey Indian Water Authority, for a total of five (5) members.
  - i) Selection of Local Entities Secondary Agencies' Representative. The Local Entities



Secondary Agencies shall elect from among their members one representative with expertise in groundwater management, water resources management or similar field(s) to represent the interests of the Local Entities Secondary Agencies on the Technical Team ("Technical Representative").

- ii) The Technical Representative shall serve at the pleasure of the Local Entities Secondary Agencies and shall promptly report the activities and actions of the Technical Team to the designee of each of the Local Entities Secondary Agencies.
  - ff) "Technical Representative" shall have the meaning set forth in Section 3(ff)(i) herein.
  - gg) "Tribe Party Costs" means those costs to be paid by the San Luis Rey Indian Water Authority pursuant to this MOU.
  - hh) "USLR Subbasin" means the Upper San Luis Rey Valley Groundwater Subbasin identified as that portion of Basin 9-007 in Bulletin 118 (2016) east of the dividing line located at the east line of Range 3 West, San Bernardino Meridian.
  - ii) "USLRRC" refers to the Upper San Luis Rey Resource Conservation District.
  - jj) "VCMWD" refers to Valley Center Municipal Water District.
  - kk) "Work Group" refers to that group of individuals comprised of the staff members, attorneys and/or consultants as each Party may select from time to time to represent it with regard to this MOU.
  - ll) "Yuima" refers to the Yuima Municipal Water District.
- 4) The Executive Team will work on Consultant selection and overall direction of the Consultant's efforts. In so doing, the Executive Team shall act on behalf of and in the best interest of all Parties.
- a) The Executive Team shall be responsible for providing Yuima with professional advice related to monitoring of performance of all Task Orders awarded to the Contractor.
  - b) The Executive Team shall consist of the following: SLRIWA (4 members, at least two of whom shall be a board member, attorney, or staff member) Yuima (2 members, at least one of whom shall be a board member, attorney, or staff member), Pauma Valley CSD (2 members, at least one of whom shall be a board member, attorney, or staff member), and two (2) Executive Representatives. As and to the extent each Executive Team member deems necessary, such member's legal counsel may also attend Executive Team meetings either in person or by teleconference. The Executive Team members shall have authority to act on behalf of the entit(ies) they represent. The Executive Team members should be knowledgeable about SGMA and/or groundwater management in the USLR Subbasin. The members of the Executive Team shall determine among themselves a chair of the Executive Team.
- i) Selection of Local Entities Secondary Agencies' Representative. The Local Entities Secondary Agencies shall elect from among their members a total of two representatives to represent the interests of the Local Entities Secondary Agencies on the Executive Team ("Executive Representatives").
  - ii) The Executive Representatives shall serve at the pleasure of the Local Entities Secondary Agencies and shall promptly report the activities and actions of the Executive Team to the designee of each of the Local Entities Secondary Agencies.

- iii) Each Executive Team member shall serve at the pleasure of the appointing Party (or, in the case of the Executive Representatives, the pleasure of the Local Entities Secondary Agencies), and may be removed from the Executive Team by them.
  - c) Each Executive Team member's compensation for service on the Executive Team, if any, will be the responsibility of the appointing Party (or, in the case of the Executive Representatives, the Party by whom each Executive Representative is employed).
  - d) The Executive Team will meet periodically as needed to carry out the activities described herein.
  - e) Each member of the Executive Team shall be responsible for keeping his/her respective management and governing board (or, in the case of the Executive Representatives, the designees of each of the Local Entities Secondary Agencies) informed of the progress on Study Tasks 1 and 2 and for obtaining any necessary approvals from management(s)/governing board(s) in its participation in the Study process.
  - f) The Executive Team shall make recommendations and decisions by Consensus regarding selection and direction of the Consultant, and other matters as may come before the Executive Team for action or recommendation.
- 5) Selection of Consultant
  - a) With the Consensus of the Technical Team as to the technical parameters set forth in the Request for Qualifications, Yuima shall issue a Request for Qualifications for the preparation of the Study.
    - i) Yuima shall distribute the Request for Qualifications to not less than 5 consulting companies recommended by the Technical Team and advertise the same in the Daily Business Journal, caleprocure.ca.gov and Brown and Caldwell's Waternews.
  - b) Upon receipt of responses to the Request for Qualifications, Yuima shall distribute all responses to the Executive Team and the Technical Team.
  - c) The Technical Team shall evaluate the responses and rank them in accordance with the criteria and procedures set forth in the attached Exhibit B.
  - d) The Executive Team and Technical Team shall, based on the criteria set forth in Exhibit B, reach Consensus as to the selection of the Consultant.
  - e) Yuima shall negotiate a contract with the Consultant to complete all tasks necessary to complete the Study. The contract shall include a provision requiring the Consultant to indemnify the Parties to the maximum extent permitted by law.
  - f) After negotiating with the Consultant, Yuima shall return the draft contract to the Executive Team for discussion and to seek to obtain full agreement or Consensus regarding the contract terms. Upon Consensus approval of the Consultant Contract terms, Yuima shall execute the contract.
- 6) Direction of Consultant
  - a) Yuima will consult with the Executive Team regarding direction and Task Orders to be given to the Consultant.

- b) At its sole discretion, the Executive Team may request input, information and/or consultation from the Technical Team on any matter that comes before the Executive Team.
  - c) All direction to Consultant shall be provided directly from Yuima to Consultant in accordance with the direction of the Executive Team to Yuima.
  - d) All changes to the scope of Study Tasks 1 and 2 or addition of new tasks shall be approved by Consensus of the Work Group.
  - e) Changes to the cost of Study Tasks 1 and 2 in excess of ten percent (10%) over the contract amount shall be approved by Consensus of the Executive Team.
- 7) Compensation of Consultant
- a) The Parties estimate that the costs to complete Study Tasks 1 and 2 will not exceed \$600,000.
  - b) Grant Funds total \$1,289,900.
  - c) Local Share of Study Tasks 1 and 2 totals approximately \$300,000 and shall be paid by the Parties as follows:
    - i) 50% of the Local Share (approximately \$150,000) shall constitute Local Entity Costs and shall be paid by the Local Entity Parties in accordance with the Local Entity Allocations.
    - ii) 50% of the Local Share (approximately \$150,000) shall constitute Tribe Party Costs and shall be paid by SLRIWA.
  - d) To the extent Study Tasks 1 and 2 costs exceed the \$600,000 estimate and grant reimbursements have not been timely received to cover the cash flow needs, then such costs will be allocated 50% as Tribe Party Costs and 50% as Local Entity Costs paid from funds remaining in the Trust Account (defined below) in accordance with the Local Entity Allocations. Provided, however, that Yuima shall, with the concurrence of the Executive Team, apply for other available, SGMA-applicable grant funding and utilize any further grant funds received to offset the Tribe Party Costs and Local Entity Costs. The Executive Team and Yuima may also consider the use of a 'bridge' loan to cover any cash flow shortages due to the length of time it may take to receive Grant Funds.
  - e) At the time Yuima issues the Request for Qualifications, Yuima shall establish a trust account ("Trust Account") into which each Party shall deposit its respective portion of the Local Share pursuant to paragraph 7(c), above (the "Party Deposits"). After each Party has made its respective Party Deposit, Yuima shall issue a Notice to Proceed to the selected Consultant.
  - f) Yuima shall make periodic payments to the Consultant from the Party Deposits and promptly process requests for reimbursement from the Grant Funds so long as such payments are within the financial parameters approved by the Executive Team.
  - g) If, at any time, the total balance of Party Deposits falls below \$50,000, the Primary Entities shall make such additional deposits as may be determined by the Executive Team to be necessary, which amounts shall be allocated 50% as Tribe Party Costs and 50% as Local Entity Costs paid by the Local Entities Primary Agencies in accordance with the

Local Entity Allocations. Additional deposits due pursuant to the preceding sentence shall be paid by each of the Local Entities Primary Agencies and SLRIWA within thirty (30) days of written notice of Executive Team determination.

- h) On the six-month anniversary of the first Party Deposit into the Trust Account and on each six-month anniversary thereafter, the Executive Team shall examine the balance of funds on deposit in the Trust Account to determine if a refund to the Parties of excess funds is necessary or appropriate. If and to the extent the Executive Team shall determine a refund is appropriate, all refunds shall be allocated to the Parties on the same percentages as the Parties' respective actual deposits.
  - i) Yuima shall be reimbursed for its actual costs to administer the Consultant Contract and Grant agreements as well as any out of pocket expenses reasonably incurred, as approved by the Executive Team, not to exceed 10% of the Grant Funds plus Local Share. Yuima shall be reimbursed from funds in the Trust Account.
- 8) Data Collection and Transmission
- a) The Parties acknowledge that to complete Study Tasks 1 and 2, Consultant will require data from the Parties, as well as their respective landowners and water users, and the Parties commit to use their best efforts to obtain such data.
  - b) Each Party shall provide all existing data requested by the Consultant in its possession or control directly to the Consultant, marked "Confidential pursuant to Government Code Section 6254(e)."
  - c) The Parties shall take all reasonably practicable steps to protect the confidentiality of all data provided to the Consultant and shall work with the Consultant to ensure protection, to the maximum extent permitted by law, of all data controlled and utilized by the consultant.
    - i) In the event any third party files suit seeking to discover all or any portion of the data provided to the Consultant, the costs to defend such lawsuit(s) shall constitute a project cost to be paid (i) first from Grant Funds as and to the extent permitted by the applicable grant agreements; and (ii) second by the Parties allocated 50% as Tribe Party Costs and 50% as Local Entity Costs paid in accordance with the Local Entity Allocations.
- 9) Grant Funds
- a) Yuima shall work with DWR and all grant agencies that have committed funds for the preparation of the Plan to ensure that all Grant Funds are available for payment of all Consultant Costs.
- 10) Insurance. The Local Entities and the SLRIWA shall be responsible for obtaining and maintaining such insurance in such amounts relative to the GSA activities and the actions contemplated herein, to the extent each Party deems appropriate. The Parties intend to ensure that the GSA will obtain liability coverage from the Association of California Water Agencies Joint Powers Insurance Authority upon its formation.
- 11) Meetings.
- a) A representative of Yuima shall coordinate meetings and proceedings of the (i) Work

Group, (ii) Executive Team, and (iii) Technical Team. Yuima shall invite such representative(s) of the County as its Planning Director may designate from time to time to attend all such meetings.

12) Each Party will be responsible to pay any expert(s)/consultant(s)/legal counsel it may elect to hire to assist it with regard to preparation of Study Tasks 1 and 2.

13) This MOU, including all recitals and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings negotiations, representations, promises, and agreements, oral or written, by or between the Parties, which respect to the subject matter of this MOU. This MOU may be amended, modified, or supplemented only by a writing signed by the Parties.

14) Effective Date: This MOU shall be effective as of the 21<sup>st</sup> day of ~~January~~ <sup>MARCH</sup>, 2018 <sup>9</sup>.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

Pauma Valley Community Services District

Samuel R. Lopez  
By: \_\_\_\_\_  
Its: President

Upper San Luis Rey Resource Conservation District

O. Ogden Watson  
By: O. OGDEN WATSON  
Its: SECRETARY/TREASURER

Yuima Municipal Water District

Richard S. Williamson  
By: \_\_\_\_\_  
Its: General Manager

Pauma Municipal Water District

Warren C. Lyall  
By: WARREN C. LYALL  
Its: PRESIDENT

Valley Center Municipal Water District

Gary Grant  
By: \_\_\_\_\_  
Its: GENERAL MANAGER  
San Luis Rey Indian Water Authority

Rainbow Municipal Water District

Tom Kennedy  
By: \_\_\_\_\_  
Its: GM

D. Maggide  
By: \_\_\_\_\_  
Its: President

**EXHIBIT A**  
**SCOPE OF WORK FOR DATA COLLECTION**

The Data Development phase of Groundwater Sustainability Plan (GSP) preparation for the Upper San Luis Rey Valley Groundwater Subbasin (Basin) will require completion of the following tasks.

**Task 1 Existing Data Compilation**

Consultant shall collect data from all available sources to aid in development of the GSP. Data could include, but is not limited to, local and regional reports, plans, studies, models, existing well information, basin condition information, pumping records, groundwater elevation data, surface and groundwater quality data, stream gauging data, precipitation records, water rights summary, water demand (including historic use), groundwater contamination, prior water budgets, subsidence records, and other information pertinent to GSP development. This task also includes coordinating with the tribes located in the Pala and Pauma Subbasins and incorporating tribal data, as available.

Deliverable:

- *Consultant shall provide a digital library of data, catalogued with a reference summary and table of contents. Data will be provided in excel file format, and also GIS file format.*
- *The Consultant shall also provide an explanation of how data gaps will be filled, including regarding well production information that may be lacking for particular areas of the Basin. The consultant should be prepared to make recommendations to the GSA as to particular areas of the Basin / particular wells where focused efforts may be needed to collect well production information to fill data gaps to ensure the modeling effort and other aspects of the GSP can be fully completed.*

**Task 2 Existing Data Assessment**

Consultant shall review collected data and ensure that it corresponds to the data requirements in the California Water Code (CWC) Sections 10727 through 10728.6 and the Emergency Regulations. Consultant will identify any data gaps necessary to address GSP requirements and make recommendations to the SLR Team on how best to fill those gaps.

Deliverable:

- *Consultant shall provide a Technical Memorandum: Existing Data Assessment (data gaps and recommendations).*

**Task 3 Develop Monitoring Program**

Consultant shall develop a plan for a monitoring network in the Pauma and Pala Subbasins, which shall include water level monitoring and water quality sampling throughout the GSP implementation phase. The monitoring program must be sufficient to meet SGMA requirements and ensure that the network will provide sufficient temporal frequency and spatial density to evaluate the effectiveness of GSP implementation.

Deliverable:

- *Consultant shall provide Technical Memorandum: Monitoring Program.*

#### **Task 4 Water Level Monitoring**

Consultant shall conduct quarterly water level monitoring of up to 40 wells in the groundwater monitoring network in the Pauma and Pala Subbasins. A minimum of four rounds of monitoring to be provided per contract year.

##### Deliverable:

- *Consultant shall provide Water Level Data (Excel data and graph) for each well monitored.*

#### **Task 5 Water Quality Data Sampling and Analysis**

Consultant shall conduct semi-annual groundwater sampling of wells located in the Pauma and Pala Subbasins. Approximately 20 wells are anticipated to be sampled each round. These wells will be selected by the SLR Team upon recommendation by the Consultant. Consultant shall obtain samples from existing operable wells. Consultant shall provide a Sampling and Analysis Plan (SAP) that will detail sampling protocol, analytical methods, and quality assurance/quality control requirements. Consultant shall measure field parameters, including dissolved oxygen, specific conductance, pH, and water temperature prior to sampling. Consultant shall obtain water samples using appropriate sampling methodology and submit samples to a California-certified laboratory for analysis. Each sample shall be analyzed for nitrate, total dissolved solids (TDS), arsenic, gross alpha and uranium. Consultant will utilize water level and quality data to determine water level trends and groundwater quality trends for constituents of concern in the basin. A minimum of two rounds of sampling to be provided per contract year.

##### Deliverables:

- *Consultant shall provide a single Sampling and Analysis Plan (SAP) for all wells sampled.*
- *Consultant shall conduct sampling and provide Laboratory Results (Excel and pdf) for each well identified in the SAP.*

#### **Task 6 Locate Existing Wells**

Consultant shall conduct field investigations to identify wells, well locations and well owners for wells not identified in Task 1, above.

##### Deliverables:

- *Consultant shall provide well information (Excel and GIS)*

#### **Task 7**

All such other tasks as may be necessary to develop the Groundwater Sustainability Plan and form the GSA.

## EXHIBIT B

### RFQ Selection Criteria

#### **CONSULTANT SELECTION PROCESS**

The Technical Team will evaluate and rank each proposal based on the evaluation criteria outlined below. After ranking the proposals, the Technical Team will hold interviews with the top ranked firms.

Once the top firm/team has been determined, the Technical Team will recommend to the Executive Team to enter into a contract with the top firm. Once the top firm/team has been determined, Yuima staff will start contract negotiations with the firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract, and so on. After the contract is negotiated, will seek Consensus to execute the contract.

#### **EVALUATION CRITERIA**

The proposals will be scored on a 100-point total basis using a value based evaluation criteria including:

- Quality and completeness of the qualifications submittal. (20%)
- Understanding of project requirements, and key project issues and challenges. (20%)
- Proposed approach for completing the project on schedule, efficiently, effectively and suitable for approval by DWR. (40%)
- Project team qualifications, experience with similar projects and potential for conflict of interest with any of the local agencies or tribes. (20%)

The Technical Team may amend by majority vote the relative weight given to each criteria.



# **ATTACHMENT 7**

**MINUTES OF THE REGULAR MEETING**  
*Upper San Luis Rey Groundwater Subbasin G.S.A*  
*Executive Team*  
**April 8, 2019**

The Meeting of the Upper San Luis Rey Groundwater Subbasin G.S.A, Executive Team was held at the Yuima Municipal Water District office, 34928 Valley Center Road, Pauma Valley, California on Monday, 8<sup>th</sup> of April 2019

**Regular Meeting Meeting**  
04/08/2019

**1. Committee Members Present**

President Watkins called the meeting to order at 3:02 p.m.

**Call to Order**  
3:08 p.m.

Committee Members Present:

**Present:**

Ron Watkins, YMWD  
Chuck Bandy, PVCSD  
Bill Jacobs, PVCSD  
Geneva Lofton Fitzsimmons, SLRIWA  
Roland Simpson, Yuima MWD  
Bob Pelcyger, CLRIWA (via phone)  
Warren Lyall, PMWD  
Art Bunce, SLIWA

**Committee Members Present**

Others Present:

Rich Williamson- Yuima MWD  
Mike Perricone, RCD  
Gary Arant, VCMWD  
Oggie Watson, USLRRCD  
Allison Burns, Stradling Yocca Carlson & Rauth, P.C.  
Carmen Rodriguez, Yuima MWD  
Son Do, 3DOS Global Energy, LLC.  
Art Bunce, SLIWA

**Others Present**

## **2. PLEDGE OF ALLEGIANCE**

President Ron Watkins led those present in the Pledge of Allegiance.

## **3. Status of Update of other G.S.A.'s in San Diego County**

Status of Update  
of other G.S.A.'s  
in SD County

Jim Bennett from San Diego County discussed the 3 basins in the county that are subject to SGMA. The state divided the priorities in timing on developing the plans to basins that are critically over drafted versus those that are not. The San Luis Rey basin is not listed as critical; therefore, the due date is 2022. Borrego was a critical basin; therefore, their due date is 2020. Dudek is the consultant that is building Borrego's plan. The plan went out for public review on March 22, 2019 for a 60-day review. Borrego's final result calls for 75% reduction in usage. Borrego spent \$1.3 on the GSP. Borrego had a lot of historical data that has been collected comprehensively which was really helpful in order to piece everything together. Borrego is waiting for Prop 68 and Prop 1 monies for potential that could be coming forth with implementation as early as the summer of 2019. Borrego's 20-year cost of implantation is \$19 million.

San Pasqual Groundwater Basin is in partnership with the City of San Diego, they plan to start in the fall. The first meeting will take place in June, they are looking a 2-year process. San Pasqual has a model that is part of groundwater management plan that was completed in 2007 as a base.

San Diego River Basin have a very low priority and may not need a plan at all. The County will find out this summer if the basin will get reprioritized.

Ron Watkins raised the question as whether the San Luis Rey Basin could get reprioritized to a lower basin. Jim stated that the demand numbers are too high to have the County change it to lower basin.

Jim Bennett suggested a team of firms to work as a group would be the best approach for the SGMA GSP.

Jim Bennett advise that San Diego County can be a technical advisor for the evaluation of the RFQ/GSP.

**4. Status of RFQ Solicitation**

Status of RFQ Solicitation

Rich Williamson advised that the advertisement for the RFQ was issued 2 weeks ago and is currently running. The County list of five firms were notified as well as posted on a job board. The pre-submittal meeting will be held on April 15, 2019. The Tech Team will be allowed to input into the RFQ bid spec, prior to it being issued. The GSA Executive Team will review and approve the consultant for Phase 1 and Phase 2. Yuima Municipal Water District will issue and manage the contract. Initial GSP model may not be a full 3 scale model based on the time availability. For the initial GSP we want to get a model that will answer some questions for us going forward. It may be a fit for a “conceptual model”.

**5. Discussion of General Governance of the GSA under the MOU and Forming a JPA for the GSA.**

Discussion of General Governance of the GSA under the MOU

President Ron Watkins advised the Board that the governance needs to start ASAP, as this may take up to 2 years. President Ron Watkins hopes that the first thing the Board should do is draft some principles and appoint a legal committee. The legal committee would draft principals with the direction of the Executive Team. Art Bunce stated that the process should begin with a JPA Agreement. Art Bunce advised the group that The Indian Water Authority will not be a direct member of the JPA but will have a contract with JPA. Gary Arant advised that there has been a great deal of historical data that’s been collected and worked that’s been done. The goal is not to start from scratch with developing governance of the JPA. Allison Burns suggested that she can pull some sample JPA’s and JPA governance structures and come back to the Board with some options.

**6. Distribution of Invoices for First Installment of MOU.**

Distribution of Invoices for First Installment of MOU

Rich Williamson advised the Board that the invoice are not quite ready to be sent out but will be by the next meeting. An account for the GSA will be set up with signatures of the GSA officers.

**7. Other Business**

ACWA JPIA will insure the entities within the GSA. President Watkins spoke about looking into grants for the implantation of the JSP. Prop 1 maybe another source of funding. There will be a teleconference on April 19, 2019 at 10:45 a.m. The pre-submittal meeting will be held on Monday, April 15, 2019 at 10:00 a.m.

Adjourned at  
4:55 p.m. to May  
13, 2019

**8. ADJOURNMENT**

There being no further business to come before the board the meeting was adjourned at 4:55 p.m. to May 13, 2019.

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Bill Jacobs, Secretary/Treasurer

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Ron W. Watkins, President

# **ATTACHMENT 8**

**AGENDA**  
**San Luis Rey Basin**  
**Indian Reserved Water Rights Special Session**

**Monday, June 10, 2019, 12:00-3:00**

**Location:** Rincon Tribe Administration Center on the east side of Valley Center Road (South of the Rincon Fire Station)

Please RSVP to Carmen Rodriguez via email [carmen@yuimamwd.com](mailto:carmen@yuimamwd.com)

**Meeting Goal**

Deepen understanding of Indian Reserved Water Rights in the context of developing and implementing a groundwater sustainability plan

<b>12:00</b>	<b>Welcome and Introductions</b> Chair Bo Mazetti, Rincon Tribe and San Luis Rey Indian Water Authority Ron Watkins, President of the GSA Executive Team Gina Bartlett, Facilitator, Consensus Building Institute
<b>12:20</b>	<b>Indian Reserved Water Rights</b> <i>Presenter: Attorney Bob Pelcyger</i> <ul style="list-style-type: none"><li>• <b>Overview of Indian Reserved Water Rights</b></li><li>• <b>Role in San Luis Settlement</b></li><li>• <b>Indian Reserve Water Rights in the context of Sustainable Groundwater Management Act (SGMA)</b></li><li>• <b>State's Role with respect to Indian Reserved Water Rights under SGMA</b></li></ul> Presentation will be interspersed with Discussion and Questions
<b>2:45</b>	<b>Summary Remarks</b>

# **ATTACHMENT 9**



**Detailed Work Task Description for  
Groundwater Sustainability Plan  
(GSP) for San Luis Rey Valley  
Groundwater Basin**

YUIMA MUNICIPAL WATER DISTRICT

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Submitted by

**GEI Consultants, Inc.**  
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June 17, 2019

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## Detailed Work Tasks and Budgets

The following provides GEI's Project Approach in the form of tasks and subtasks required for each program element required by SGMA for a GSP. Our proposed approach consists of methods and procedures that have proven effective in the numerous groundwater basins where the GEI Team is currently engaged.

### **TASK 1 – DATA DEVELOPMENT FOR THE GROUNDWATER SUSTAINABILITY PLAN**

#### **Task 1.1 – Existing Data Compilation and Assessment**

As the first step in the development of a GSP for the Upper Basin, the GEI Team will conduct a comprehensive review of available data to identify any gaps that will need to be addressed by the technical team. In compiling and assessing the additional data, the GEI Team will categorize the type of information, its relevance to SGMA requirements, and any follow-up studies that will be required to prepare the GSP. This systematic approach will facilitate an efficient review process, support effective integration of the data into analyses to address SGMA requirements, and provide the foundation for establishing monitoring programs.

Of particular importance to the Tribal partners in the Upper Basin is the security of data provided to public entities. Recent experience informs us that groundwater, water quality, and water delivery data is critical for successfully defining the conditions that exist in a basin and in developing appropriate management actions and projects to reach sustainability. The GEI Team will develop a proposed data management system that will provide the level of security required by Tribal partners, while utilizing the information to fully evaluate the Basin. The data management system will include protocols for acquisition, storage and characterizing of data in publicly available materials. ✓

#### **Deliverables**

- Digital library of data, catalogued with a reference summary and table of contents. Data will be provided in excel file format, and GIS file format
- Technical Memorandum: Approach for Data Management and Security
- Technical Memorandum: Existing Data Assessment (data gaps and recommendations)

**Estimated Subtask Budget: \$36,025.**

#### **Task 1.2 – Develop Monitoring Program**

Water level monitoring and water quality sampling provide fundamental data necessary to prove compliance with SGMA. We also recognize that groundwater monitoring and reporting is a costly undertaking, and that broad, generalized monitoring is expensive and unproductive. Any historical data gaps or lack of monitoring data from specific areas may reduce the quality of any monitoring program evaluations. Our team brings expertise that will help develop a cost-effective monitoring program that meets SGMA requirements.

A monitoring program will be based on analysis of data from the existing monitoring networks and from the results of water budget analyses. As a component of the Monitoring program, GEI will prepare a Sampling and Analysis Plan (SAP) providing detailed sampling protocols, analytical methods and quality assurance/quality control requirements for all sampling activities. The SAP will include at a minimum the following requirements and guidelines:

- 1) Each targeted well will be sampled at three different depths above the maximum depth of 800 feet below ground surface (bgs).

- 2) Screened intervals of the wells should penetrate the targeted aquifer so that the depth-dependent samples can be collected from surface discharge.
- 3) To obtain samples, the GEI Team is responsible for installing any temporary submersible pumps and appurtenances, such as power supply.
- 4) For wells with existing equipment, if needed, the GEI Team must remove and replace the equipment for sampling.
- 5) Before each sample, field parameters must be measured, including: dissolved oxygen, specific conductance, pH, and water temperature.
- 6) Each sample must be analyzed for nitrate, total dissolved solids (TDS), arsenic, fluoride, gross alpha, and uranium. Sulfate will also be analyzed as its concentration has been shown to be increasing with dropping groundwater levels. The necessity to sample other constituents will be considered based on the previous tasks as the aquifer has been shown to exceed other water quality objectives, (i.e., sulfate).
- 7) Water samples will be taken with appropriate sampling methodology and submitted to a California-certified laboratory for analysis. The SAP will describe in detail the sampling protocol, analytical methods and quality assurance/quality control requirements.

The GEI Team will develop a recommendation for wells to be sampled for water levels and water quality to ensure that sampling efforts are efficient and cost effective. The recommendation of wells to be sampled will also consider accessibility issues relative to private and tribal land access and data sensitivity. It is anticipated that the recommendation can include new wells or other capital investments identified in the Monitoring Program will be the subject of future efforts by the SLR Workgroup and will not be completed under this project.

#### **Deliverables**

- Technical Memorandum: Monitoring Program
- Sampling and Analysis Plan

**Estimated Subtask Budget: \$12,000.**

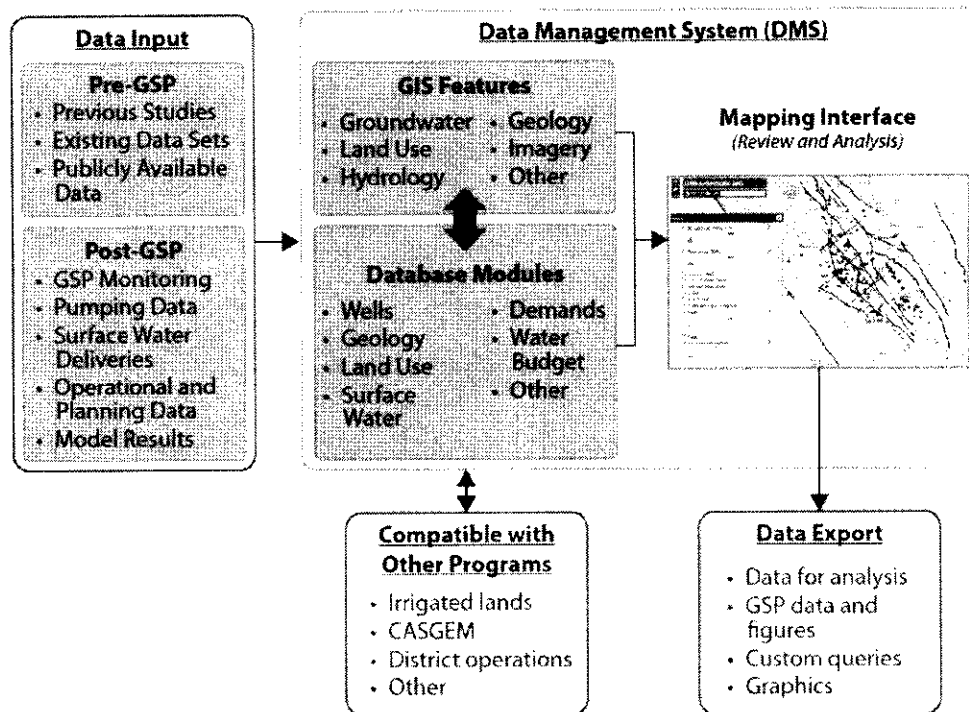
#### **Task 1.3 – Develop Data Management System**

This task includes the population and expansion of the Data Management System (DMS) unique to the SLR Workgroup. The DMS will store and display information from previous, ongoing, and future groundwater studies and monitoring programs and will protect against the loss of invaluable data. Additional data that will be incorporated into the DMS includes groundwater elevations as well as other relevant monitoring and analysis data required to assess the potential undesirable results, as specified by the SGMA. It also facilitates direct production of tables, charts, and graphs needed for GSP reporting and analysis.

In addition to supporting preparation of a GSP, the visualization and data transparency of a DMS should facilitate coordination and collaboration between the partner agencies and other stakeholders. The DMS should allow for information to be readily queried and provided for review or incorporation in basin wide SGMA efforts or more localized management activities. Similarly, pertinent regional information (GSA, state, and federal data along with relevant modeling results) should be accepted as input into the DMS for review and comparison with local information. The DMS will also incorporate all security protocols established by the SLR Workgroup and its Tribal partners. GEI's experience developing DMS in other basins and for other purposes will allow us to cost effectively deliver a system tailored to the Basin.

Figure 2, below, shows a generalized depiction of DMS components.

FIGURE 2. DATA MANAGEMENT SYSTEM SCHEMATIC



**Deliverables:**

- Data Management System

**Estimated Subtask Budget: \$42,920**

**Task 1.4 – Water Level Monitoring**

The GEI Team will conduct the monitoring program for a maximum of 40 wells with at least 4 monitoring rounds per year. The exact wells to be monitored will be determined through the Monitoring Program, Task 1.2, in consultation with the SLR Workgroup, to ensure that selected wells represent critical locations where groundwater levels or quality is of most concern and where groundwater/surface water interactions can be assessed.

**Deliverables:**

- Monitoring Reports – Water level data for each well (up to 8 reports)

**Estimated Subtask Budget: 87,450**

**Task 1.5 – Water Quality Sampling and Data Analysis**

The GEI Team will work collaboratively with the SLR Workgroup to identify and recommend approximately 20 wells for water quality sampling in areas with the greatest pumping and water level decline. Upon concurrence with the SLR Workgroup the GEI Team will complete semi-annual

groundwater sampling will begin in Fall 2019. Two rounds of sampling will be completed per contract year, at a minimum. After each round of sampling, the GEI Team will use water level and water quality data to graphically display trends in these measurements for constituents of concern (COCs).

**Deliverables:**

- Monitoring Reports – Water level data for each well (up to 8 reports)

**Estimated Subtask Budget: \$146,250**

**TOTAL TASK BUDGET: \$324,645**

**TASK 2 – HYDROGEOLOGIC CONCEPTUAL MODEL AND WATER BUDGET**

This task provides the framework to define the hydrologic conditions and define the Hydrogeologic Conceptual Model (HCM) of the basin and assess its historical, current, and projected water budget, this work will satisfy the Basin Setting requirements of a GSP as defined by the Emergency Regulations. The objective of this task is to quantify the parameters needed to develop a defensible sustainable yield and water budget. A well-defined Basin Setting will provide an accurate understanding of the water budget in both the Upper and Lower Basins, which will be critical to preparing a defensible GSP for the Upper Basin. The GEI Team proposes the following approach for successfully completing Task 2.

**Task 2.1 – Basin Setting and Analysis**

The GEI Team’s approach to development of the Upper Basin GSP focuses on the fundamentals. Our initial technical focus will be on development of the Basin Setting section of the GSP that characterizes the Upper and Lower Basins. As well as being a required element of the plan, the Basin Setting is an important platform for providing stakeholders a firm understanding of the basin’s structure. The development of the basin setting will also be an early demonstration to DWR that basin interests are pursuing development of the GSP in a collaborative, logical fashion.

**Estimated Subtask Budget: \$40,750**

**Task 2.2 – Hydrogeologic Conceptual Model**

The HCM will be based on existing documents and studies, geological sections, and primary source information currently available. The HCM is a fundamental component of the Basin Setting and provides stakeholders with a more detailed understanding of the basin’s mechanics to illustrate why certain portions of the basin behave differently than neighboring areas. This basic understanding can then be applied when considering undesirable results, developing sustainability indicators and interpreting water budgets. The HCM will also provide the foundation for development of a future numerical model that can be used to investigate specific groundwater management projects and programs.

**Estimated Subtask Budget: \$86,500**

**Task 2.3 – Water Rights and Supply Assessment**

Developing a clear understanding of local water uses, rights, contracts and entitlements, and imported water supply sources will be critical for developing sound sustainable management practices in the Upper Basin. Of primary importance is the standing of Tribal water rights and the extent of those rights in the entire San Luis Rey Valley. Recent court decisions will need to be considered and estimates of the qualities and allocation of local water rights will have to be made to understand the available resources to all groundwater users in the basin. The GEI Team will evaluate all local water rights, paying particular attention to Tribal rights, and the sources and fate of imported water supplies. This information will be vetted with the SLR Workgroup and its Technical Committee. This evaluation will serve to establish the

starting point for developing a water budget, but will not represent a legal quantification of water rights for the basin. ✓

**Estimated Subtask Budget: \$18,000**

### **Task 2.4 – Water Budget**

The format for water budgets prepared for the GSP will be guided by DWR’s BMP on Water Budgets which lays out the framework for GSP-compliant water budgets. The SLRV Basin does not currently have a detailed water budget, therefore, the GEI Team will develop a water budget using the best available information and incorporating assumptions and methodologies discussed and vetted with the SLR Workgroup.

For each Groundwater Management Area that may be established, water budgets will be estimated based on the following equation. Groundwater inputs may include deep percolation of precipitation (Pp), deep percolation of irrigation (Pi), lateral groundwater inflow (GWi), deep percolation from wastewater treatment plants (WWTP), deep percolation beneath stream and river channels (Ri), artificial recharge (AR), recharge from septic systems (Se), and recharge from underground water infrastructure (I). Groundwater outputs may include groundwater extraction (E), riparian evapotranspiration (ET), lateral groundwater outflow (GWO), and groundwater discharge to streams and wetlands (D).

Using these water budget components, the groundwater balance is given by the equation:

$$\Delta S = [Pp + Pi + GWi + WWTP + Ri + AR + Se + I] - [E + ET + GWO + D]$$

where  $\Delta S$  = the change in groundwater storage

When  $\Delta S$  is equal to zero, groundwater inputs are equivalent to groundwater outputs and the management of groundwater is sustainable. The GEI Team recognizes that this theoretical approach must be tempered in light of the time frame considered, actual measurements on the ground, changes in the basis of water budget component estimation (e.g., changing land use), anticipated future changes in the water budget, the potential for climate change and/or drought cycles, and input from the SLR Workgroup. Groundwater balance component magnitudes will be estimated based on available data and using standard methods for each management area. Water budget information from the management areas will be combined to develop a Basin-wide water budget.

As part of the water budget task, the GEI Team proposes to develop an updated estimate of recharge for the basins using the same methodology we recently applied to estimate groundwater recharge for several California basins. We propose to conduct the updated recharge assessment using the Distributed Parameter Watershed Model, or DPWM, developed by Daniel B. Stevens & Associates, Inc. ✓

The DPWM will rely on water budget components in existing reports and other relevant local groundwater management plans, studies, and reports. A comprehensive list of data sources, methodologies used, and detailed calculations for all water budget components will be provided. Published calculations will be reviewed for methodology appropriateness and checked for accuracy prior to use in the GSP. Data gaps in the calculations will be noted. Consistent with DWR’s SGMA BMP for a water budget, the GEI Team will develop and assess current, historical, and projected future water budgets for the Basin. Also consistent with the BMP, the GSP water budget will be quantified in sufficient detail to build an understanding of how historical changes to supply, demand, hydrology, population, land use, and climatic conditions have affected the six SGMA Sustainability Indicators in the Basin. The ultimate aim is to use this information to predict how these same variables may affect or guide future management actions to achieve and maintain sustainability.

**Estimated Subtask Budget: \$74,984**

### **Task Deliverables**

- Technical Report: San Luis Rey Valley Basin Setting – this report will include Hydrogeologic Conceptual Model and Water Budget for the basin
- Technical Memorandum: Water Budget Approach
- Technical Memorandum: Upper Basin Water Budget
- Distributed Parameter Watershed Model input, output and maps

**TOTAL TASK BUDGET: \$220,234**

### **TASK 3 – SUSTAINABLE MANAGEMENT CRITERIA**

Sustainable Management Criteria (SMC) will be developed for the Upper Basin only, building on the knowledge developed in the Basin Setting. SMCs includes defining Undesirable Results; setting Minimum Thresholds, Measurable Objectives and Interim Milestones; and establishing the Sustainable Yield of the Basin. Developing the SMCs for the Upper Basin will require significant interaction with the SLR Workgroup, Tribal partners and other interested stakeholders.

#### **Task 3.1 – Undesirable Results**

Timely, efficient completion of the GSP will require simultaneous activity on several fronts. Once the Basin Setting and HCM tasks are underway, the SLR Workgroup will then be engaged in the more challenging, time consuming activities of examining potential Undesirable Results for the six Sustainability Indicators identified in SGMA:

- Chronic lowering of groundwater levels
- Reduction of groundwater storage
- Degraded water quality
- Subsidence
- Depletions of interconnected surface water
- Seawater intrusion

Working with the SLR Workgroup, GEI will identify the relevance of each of the six Sustainability Indicators to sustainable management of the Upper Basin. Characterizing importance of each of the Sustainability Indicators to management of the Upper Basin's groundwater resources, will define the conditions that represent Undesirable Results in the basin. The type and severity of Undesirable Results are likely to vary throughout the basin. Consideration of the type, severity and concentration of Undesirable Results will be used to inform development of Minimum Thresholds and Measurable Objectives.

**Estimated Subtask Budget: \$18,875**

#### **Task 3.2 – Development of Minimum Thresholds and Measurable Objectives**

Determination of Minimum Thresholds and Measurable Objectives will be the paramount outreach and technical challenge faced by the stakeholders and the GEI Team. Due to the complexity of these determinations, the GEI Team believes that Minimum Thresholds and Measurable Objectives should be introduced early in the public outreach program so that stakeholders have sufficient time to:

- Investigate potential combinations of thresholds and objectives



- Arrive at early iterations of thresholds and objectives adequate to allow sustainable groundwater management within individual management areas
- Review these initial programs with other basin interests and interests from adjacent basins
- Modify local thresholds and objectives in instances where adoption of these measures may violate SGMA by introducing or worsening undesirable results elsewhere

Although challenging, this effort plays to the strengths of the GEI Team with our broad technical expertise, deep understanding of SGMA and well-established sensitivity to the interests of the parties engaged in this process.

**Estimated Subtask Budget: \$44,025**

### **Task 3.3 – Sustainable Yields**

The definition of Sustainable Yield includes the provision that the Sustainable Yield must not result in the occurrence of Undesirable Results. Because Undesirable Results are locally defined as conditions that are “significant and unreasonable” and “occurring throughout the basin” their definition will be central to the development of the Sustainable Yields. It is important that during the development of the Sustainable Yield, annual groundwater pumping is provided to establish a range of acceptable pumping as this will vary from year to year.

Using the Water Budget, developed in the previous task, Sustainable Yields can be developed to ensure avoidance of Undesirable Results and maintain the basin within the established Minimum Thresholds and Measurable Objectives.

**Estimated Subtask Budget: \$21,875**

### **Task Deliverables**

- Presentation and meeting materials to support consideration of Undesirable Results, Minimum Thresholds and Measurable Objectives, and Sustainable Yields.
- Technical Memorandum: Sustainable Management Criteria for the Upper Basin

**TOTAL TASK BUDGET: \$84,775**

## **TASK 4 – PROJECTS AND MANAGEMENT ACTIONS**

Projects and Management Actions will be developed to the extent needed to sustainably manage the Upper Basin. Projects and actions will be developed for implementation by the local and/or Tribal entities that are party to the MOU. The nature of the projects and actions will depend on the authority of the implementing entity, but all projects and actions will be coordinated through the SLR Workgroup to ensure that the Sustainability Goals of the Upper Basin are achieved.

The GEI Team will work closely with the Local and Tribal entities in the development of Projects and Management Actions. Although Projects and Management Actions will be evaluated for their capacity to achieve groundwater sustainability, The GEI Team will develop metrics and strategies to monitor the performance and provide for adaptive management during implementation.

### **Task 4.1 – Identification of Feasible Projects**

From its inception, GEI has been active in identification, development, funding and implementation of water supply projects including surface water reservoirs, groundwater banks and conjunctive management facilities. For this reason, the GEI Team members are attuned to identifying and evaluating feasible projects and to working toward their eventual implementation and operation. GEI’s approach is one that

structures projects upon needs that emerge through development of the GSP. Our general strategy is to: 1) identify needs, 2) configure projects to satisfy one or more of these needs, and 3) identify funding programs with objectives that align with the needs to be served by the candidate projects. One advantage of this approach is that it aims to identify multiple benefit projects; a second advantage is that it is scalable lending itself to advancing a broad range of projects aimed at obtaining sustainable groundwater conditions.

The GEI Team will develop a suite of potential projects that can be implemented in the SLR Valley Basin to achieve sustainability. Since projects will be implemented by Local or Tribal entities, GEI will also work closely with individual entities to refine the projects, identify additional studies or analysis needed, develop preliminary costs (to the extent practical), and implementation timelines.

**Estimated Subtask Budget: \$20,115**

**Task 4.2 – Identification of Management Actions**

Management Actions are typically considered to be non-infrastructure or non-capital actions. An example of management actions includes voluntary or mandatory demand reduction programs aimed at reducing groundwater pumping, establishment of fee structures that incentives reduced groundwater pumping, or the acquisition of supplemental water supplies via existing infrastructure and conveyance facilities. The GEI Team will develop a suite of management actions for consideration by the SLR Workgroup. Since management actions will be implemented by Local or Tribal entities, GEI will also work with the individual entities to refine the actions and to develop cost and implementation timelines.

**Estimated Subtask Budget: \$25,000**

**Task 4.3 – Planning, Permitting, and Ordinance Review (Optional Task)**

The GEI Team will conduct a thorough review of plans and ordinances that are currently in place in the SLRV and adjacent areas. Based on this information GEI will identify all permitting and environmental compliance requirements for the implementation of proposed projects and management actions. This information will also be considered when developing project and management action costs and timelines. Our experience has shown that early identification of environmental and permitting requirements can reduce the overall cost and time needed for project completion.

**Estimated Subtask Budget: \$15,000**

**Task Deliverables:**

- Technical Memorandum: Projects and Management Actions for the Upper Basin

**TOTAL TASK BUDGET: \$60,115.**

**TASK 5 – GROUNDWATER SUSTAINABILITY PLAN & ASSOCIATED DOCUMENTS**

**Task 5.1 – Prepare Draft Groundwater Sustainability Plan**

Most of the technical work needed to prepare the GSP will have been conducted during previous tasks. As a result, this task consists primarily of compiling the technical work into a document that can be adopted by the GSA. We will carefully tailor our findings from the previous tasks and proposed sustainable management plan to fully comply with the Article 5 of the Emergency Regulations. Under this task, the GEI Team will prepare the remaining analyses necessary to complete the GSP and develop draft documents for review and comment by the SLR Workgroup, as well as stakeholders and public, as appropriate.

## **Deliverables**

- Draft Groundwater Sustainability Plan (Microsoft Word and PDF)

**Estimated Subtask Budget: \$44,888**

### **Task 5.2 – Prepare Final Groundwater Sustainability Plan**

The GEI Team will compile comments received from the public and interested parties into a table. In consultation with the GSA, the GEI Team will prepare a response to comments and a Final GSP for submittal to the DWR.

## **Deliverables**

- Responses to comments
- Final Groundwater Sustainability Plan (Microsoft Word and PDF)

**Estimated Subtask Budget: \$24,288**

**TOTAL TASK BUDGET: \$69,175**

## **TASK 6 – COMMUNICATION AND OUTREACH**

Being situated within a groundwater-dependent community, the GSP has the potential to create substantial interest among landowners and Tribal Partners. The GEI Team, with Cook + Schmid in the lead, will support a public outreach and communications effort aimed at providing clear and concise information regarding SGMA and the GSP development process. The GEI Team will coordinate with the SLR Workgroup to provide information at meetings appropriate for the audience and solicit input on the information presented.

### **Task 6.1 – Communication and Outreach Strategy**

Throughout the GSP development process, GEI and Cook + Schmid will maintain an outreach program to keep stakeholders informed regarding progress and critical decision points. Important to the San Luis Rey Valley will be the need to engage with the Tribal Partners and Cook + Schmid will develop and implement an Outreach Strategy targeted to engage the Tribal community and other stakeholders to ensure that their interests in protecting local groundwater resources are heard and considered. Stakeholders will be engaged at various intervals throughout this effort, but specifically to develop consensus for the sustainability goals and strategies for groundwater sustainability. ✓

The Communication and Outreach effort will begin shortly after the GEI Team has authorization to proceed. With the concurrence of the SLR Workgroup, the GEI Team will schedule the first Stakeholder Meeting to inform and educate the community regarding SGMA and the process for developing a GSP for the Upper Basin.

**Estimated Subtask Budget: \$42,150**

### **Task 6.2 – Groundwater Communications Portal**

Both SGMA and GSP Emergency Regulations require stakeholder engagement. GEI will develop a tool to help the SLR Workgroup with facilitate and track required outreach efforts. The tool, referred to as the Groundwater Communication Portal (GCP), is a web-based outreach portal to post events and automatically invite interested parties. Stakeholders can register with the GCP to stay informed about meetings related to GSP development and to receive updates if details change. The tool is customized for each of our clients' groundwater basins with as little or as robust combination of features as desired.

Add-on options include e-mail blasts, Spanish-language webpages, public comment collection, and communication tracking.

**Estimated Subtask Budget: \$32,288**

**Task Deliverables**

- Technical Memorandum: Outreach Strategy
- Develop agenda and provide presentations at meetings in and around Pauma Valley, as requested by the SLR Workgroup. Provide materials for distribution to stakeholders and their other contacts, constituencies, and networks. Assist with public outreach (e.g., strategizing, support in developing notifications, flyers, and press releases).
- Groundwater Communication Portal

**TOTAL TASK BUDGET: \$74,438**

**TASK 7 - PROJECT MANAGEMENT**

Given the complexity of the work effort and the need to communicate with and involve a diverse set of stakeholders, the GEI Team has developed a proposed Project Management Plan to specifically identify how we will manage this work effort to ensure that the project: (a) maintains clear lines of communication, (b) informs and receives input from the stakeholders on an ongoing basis, (c) stays on schedule, and (d) stays within budget. This Project Management approach has been used successfully with other complex stakeholder-driven projects to ensure completion of quality work on time and within budget.

The project management and coordination activities to be utilized by the GEI Team include developing a document sharing structure to ensure all staff and subcontractors have access to necessary information. Regular GEI Team meetings will be conducted to ensure work products are developed on time and budget. These activities will be employed to maintain a clear focus on the assignments, to clearly communicate progress on the necessary technical information, to receive early feedback from the SLR Workgroup or Yuima MWD as the contract manager, and to apply the knowledge gained most effectively.

**TOTAL TASK BUDGET: \$64,200**

## **Detailed Task Budget Table**

The following page provides a detailed budget for development of the Upper Basin GSP. The budget provides costs by task and subtask and by consultant team member, including any markup, consistent with the rate sheets submitted with our original proposal.

The GEI Team is willing to review and revise this proposed budget with the SLR Workgroup, as necessary and appropriate.

**Yuima Municipal Water District  
Preparation of Groundwater Sustainability Plan for the Upper San Luis Rey Groundwater Basin GSA  
Draft Project Budget**

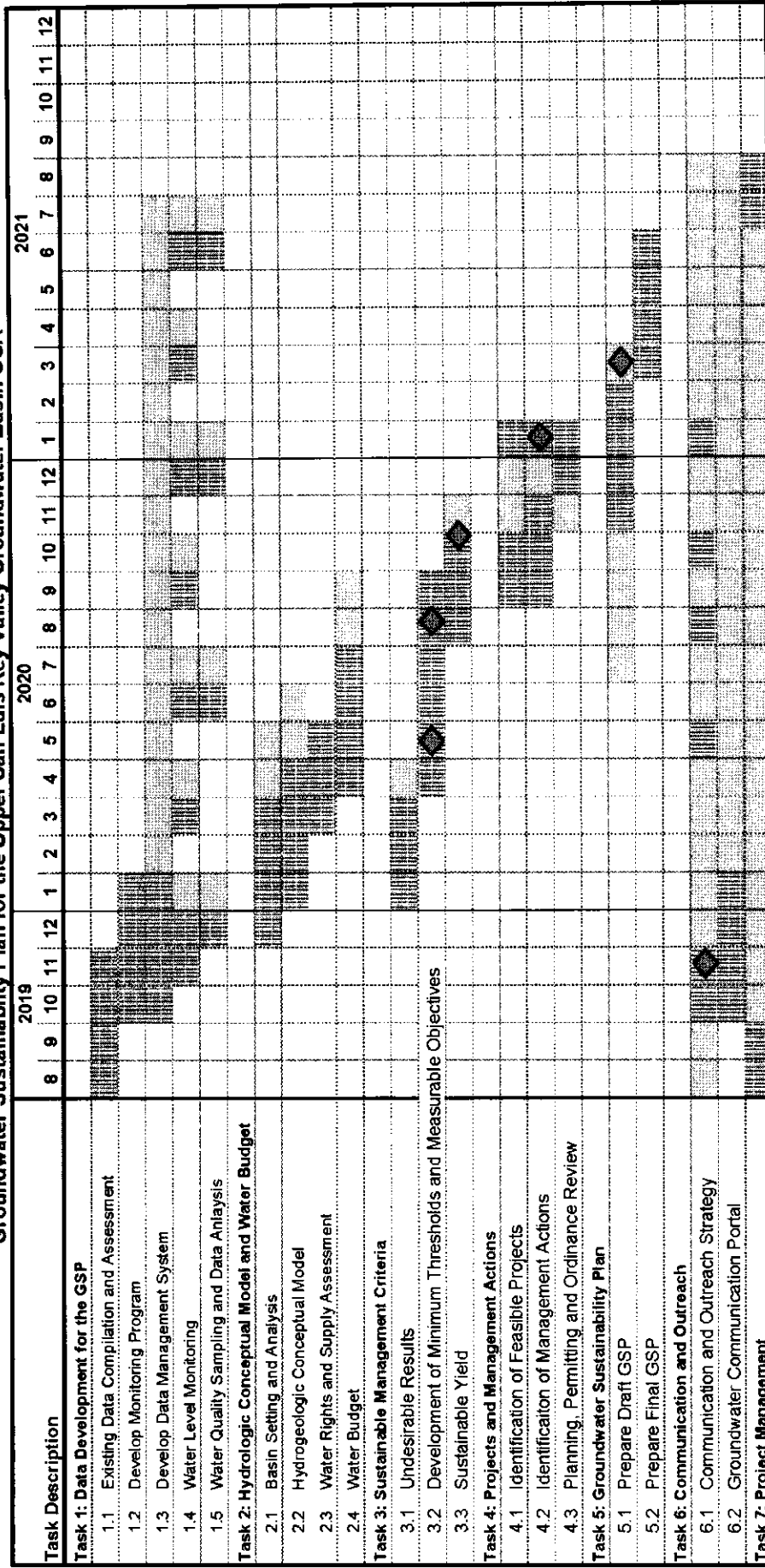
Task Number/Name	Labor Costs				Expense Costs		TOTAL PROJECT COSTS
	GEI Total Labor Cost	DBS&A Total Labor Cost	Cook & Schmid Total Labor Cost	Markup Outside Services 15%	TOTAL LABOR COST	Other Direct Cost	
<b>Task 1 TASK 1 – DATA DEVELOPMENT FOR THE GSP</b>							
1.1 Existing Data Compilation and Assessment	\$230,000	\$3,000	\$0	\$450	\$233,450	\$79,300	\$11,895
1.2 Develop Monitoring Program	\$32,000	\$3,000	\$0	\$450	\$35,450	\$500	\$75
1.3 Develop Data Management System	\$12,000	\$0	\$0	\$0	\$12,000	\$0	\$0
1.4 Water Level Monitoring	\$42,000	\$0	\$0	\$0	\$42,000	\$800	\$120
1.5 Water Quality Sampling and Data Analysis	\$84,000	\$0	\$0	\$0	\$84,000	\$3,000	\$450
	\$60,000	\$0	\$0	\$0	\$60,000	\$75,000	\$11,250
<b>Task 2 HYDROGEOLOGIC CONCEPTUAL MODEL AND WATER BUDGET</b>							
2.1 Basin Setting and Analysis	\$143,000	\$65,000	\$0	\$9,750	\$217,750	\$2,160	\$324
2.2 Hydrogeologic Conceptual Model	\$35,000	\$5,000	\$0	\$750	\$40,750	\$0	\$0
2.3 Water Rights and Supply Assessment	\$75,000	\$10,000	\$0	\$1,500	\$86,500	\$0	\$0
2.4 Water Budget	\$18,000	\$0	\$0	\$0	\$18,000	\$0	\$0
	\$15,000	\$50,000	\$0	\$7,500	\$72,500	\$2,160	\$324
<b>Task 3 SUSTAINABLE MANAGEMENT CRITERIA</b>							
3.1 Undesirable Results	\$63,500	\$10,000	\$7,000	\$2,550	\$83,050	\$1,500	\$225
3.2 Development of Minimum Thresholds and Measurable Objectives	\$16,000	\$0	\$2,000	\$300	\$18,300	\$500	\$75
3.3 Sustainable Yield	\$40,000	\$0	\$3,000	\$450	\$43,450	\$500	\$75
	\$7,500	\$10,000	\$2,000	\$1,800	\$21,300	\$500	\$75
<b>Task 4 PROJECTS AND MANAGEMENT ACTIONS</b>							
4.1 Identification of Feasible Projects	\$60,000	\$0	\$0	\$0	\$60,000	\$100	\$15
4.2 Identification of Management Actions	\$20,000	\$0	\$0	\$0	\$20,000	\$100	\$15
4.3 Planning, Permitting and Ordinance Review	\$25,000	\$0	\$0	\$0	\$25,000	\$0	\$0
	\$15,000	\$0	\$0	\$0	\$15,000	\$0	\$0
<b>Task 5 GSP AND ASSOCIATED DOCUMENTS</b>							
5.1 Prepare Draft GSP	\$64,000	\$2,000	\$2,000	\$600	\$68,600	\$500	\$75
5.2 Prepare Final GSP	\$40,000	\$2,000	\$2,000	\$600	\$44,600	\$250	\$38
	\$24,000	\$0	\$0	\$0	\$24,000	\$250	\$38
<b>Task 6 COMMUNICATION AND OUTREACH</b>							
6.1 Communication and Outreach Strategy	\$38,000	\$0	\$35,000	\$0	\$73,000	\$1,250	\$188
6.2 Groundwater Communication Portal	\$6,000	\$0	\$35,000	\$0	\$41,000	\$1,000	\$150
	\$32,000	\$0	\$0	\$0	\$32,000	\$250	\$38
<b>Task 7 PROJECT MANAGEMENT</b>							
	\$55,000	\$5,000	\$3,000	\$1,200	\$64,200	\$0	\$0
	\$55,000	\$5,000	\$3,000	\$1,200	\$64,200	\$0	\$0
<b>TOTALS</b>	<b>\$653,500</b>	<b>\$85,000</b>	<b>\$47,000</b>	<b>\$14,550</b>	<b>\$800,050</b>	<b>\$84,810</b>	<b>\$12,722</b>

## **Detailed Project Schedule**

The following page provides a detailed schedule Gantt Chart for development of the Upper Basin GSP. The schedule shows each task and subtask consistent with the schedule submitted with our original proposal.

The GEI Team is willing to review and revise this proposed schedule with the SLR Workgroup, as necessary and appropriate.

**Task Schedule for  
Groundwater Sustainability Plan for the Upper San Luis Rey Valley Groundwater Basin GSA**



Period of significant activity  
 Period of maintenance activities  
 Key Outreach Meetings



# **ATTACHMENT 10**

San Luis Rey Indian Water Authority Comments on  
GEI's Detailed Work Task Description for Groundwater sustainability Plan (GSP) for  
San Luis Rey Valley Groundwater Basin  
Dated June 17, 2019

Page 2, Task 1.1, 2<sup>nd</sup> paragraph, The security of data that the Bands may provide is discussed but not the confidentiality of that data. The scope of work should say the processes for security and confidentiality of data to be provided by the Bands will be developed with the Bands. Data from the Bands will not be provided to anyone but the consultant, including other stakeholders and any public agency, without the agreement of the Bands. The consultant will execute a Non-Disclosure Agreement with any Band submitting data.

Page 2, Task 1.2, item 1) at the bottom of the page. Why is a maximum depth of 800 feet specified for well sampling?

Page 3, Task 1.3, 2<sup>nd</sup> paragraph, confidentiality protocols should be mentioned where security protocols are mention for the Data Management System.

Page 5, Tasks 2.1 and 2.2, the tasks discuss developing water budgets and Basin Settings for both the Upper Basin and the Lower Basin. Are these needed for the Lower Basin? There should be a discussion with the consultant on what area we need covered in the GSP.

Page 5, Task 2.3, The scope proposes to vet the qualities and allocation of water rights in Basin through the SLR Workgroup and the Technical Advisory Committee. There might be need for a committee or informal group of attorneys to vet this with the consultant. The discussion of water rights should include a reference to the Forman Deeds, including that the review of water rights will include a description of what they are, that they cover a substantial amount of the land in the Pauma and Pala Basins outside the 1984 boundaries of the four reservations, and that they are recorded as restrictions on the properties to which they apply in the SD County title property records.

Page 6, Task 2.4, last paragraph, the scope proposes to estimate the amount of recharge to the Basin using existing reports, studies, and plans. It is unlikely that existing documents provide an acceptable estimate of recharge to the Basin. A method to estimate the recharge, such as estimating the runoff and percolation from rainfall in the watershed should be provided. There should be a discussion of how pumping from the Basin and outflow from the Pauma Basin to the Pala Basin and from the Pala Basin to the Bonsall Basin will be estimated.

The scope of work should include an analysis of water quality issues and trends in the basin. The analysis should include irrigation and other return flows to the Basin.

The scope of work doesn't indicate how many meetings with the SLR Workgroup and the Technical Advisory Group are included in the budget.

# **ATTACHMENT 11**

## Technical Memorandum

**To:** Amy Reeh, Assistant General Manager – Yuima Municipal Water District  
**From:** Larry Rodriguez  
**Date:** November 22, 2019  
**Re:** Clarification regarding Scope of Work for Groundwater Sustainability Plan for San Luis Rey Valley Groundwater Basin

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In response to your email of November 20, 2019, this memorandum provides the requested elaboration and clarification to certain scope of work items. Following are responses to the two questions included in your email.

- 1. In regards to Task 2.3, do you have an established procedure or process that you follow in order to achieve the goal specified in this task? If so, can you please summarize it for me to report to the group? Perhaps provide a sample of previous collection / water inventorying GEI may have done?*

The simple answer is that we do not have a standard procedure to quantify water rights and contracts. Our experience has been that one size does not fit all. For example, in Kern County, we needed to quantify a water balance for the groundwater subbasin. To do this we began with a high level quantification of all historical inputs and outputs from the basin (natural river flows, imported water, consumptive use, diversions out of the basin, etc). This suited the basin level effort to ensure that we had a defensible foundation for our water balance. Subsequently, we needed to quantify the allocation of water to various users, within and between districts. This is complicated by the water rights, long-term transfer agreements, contracts, and then district level rules for allocation of water within districts. The spreadsheet for each district was different! Again – one size does not fit all.

GEI has the background to understand how water rights, contract entitlements, and other water allocations should be assessed and quantified – as a paper exercise. We also understand that this type of assessment is just the starting point. No matter what the paper exercise of quantifying water rights and allocations identifies, it is understood that the real-world allocation will be defined by negotiations and agreements between the parties in the basin.

Within our scope of work, we propose to develop an assessment of existing water rights, contracts and entitlements, and imported water supplies. This exercise will inform us what exists on paper. It should provide a foundation and background to the discussion / negotiation of the real-world

distribution and allocation of those water rights in the future. It is not the intent of task 2.3 to identify final allocation scheme for those rights. Those are policy level discussion, out of the scope of this task.

2. *In their other GSP preparations, has GEI encountered the problem where parties are disagreeing as to how to determine / quantify groundwater rights? If so do you have a suggestion that may have worked in other situations that might work for our group?*

Absolutely! Again, using Kern County as an example, we have been wrestling with defining what the native yield of the basin is and how it should be allocated. For a year, we held meetings every Friday morning with every district manager (20 of them) to establish the native yield of the basin. This effort was supported by multiple consultants and modeling efforts. GEI, myself, served as the technical lead for this effort. It is relatively easy to technically estimate the fate of water in groundwater basin with the tools available, but those estimates are clouded by data gaps and assumptions, local positions and policy directions. New assumptions (usually driven by district positions) required continuous iterations of the technical analysis. As with the example above, the estimate of native yield in the Kern basin, ultimately became a policy level decision, supported by the technical work. The GSP will recognize this as a starting point and specify additional analysis that needs to be completed in the next five-years in order to refine and come to agreement on the native yield value.

My suggestion to the San Luis Rey group, or any groundwater basin, is to understand your objective for compliance with SGMA – *TO MAINTAIN LOCAL CONTROL OF YOUR GROUNDWATER BASIN!*

The technical assessment and quantification of water supplies and other SGMA requirements can be a laborious effort. But it can be done and we can identify where we have data gaps that need to be filled to develop a more rigorous and defensible GSP. Your group should recognize the following:

- We need to demonstrate to DWR and the State Board that the Basin has collaborated in the development of the GSP and the parties have agreed to its content. In an ideal world we will have solved all of the issues and come to agreement on allocation of water sources in the basin. But this is water...
- We are preparing the *FIRST* GSP for the basin, we should understand that it may not be perfect and there may be work needed beyond 2022. We have to prepare plan updates every five years with new and better information.
- We have 20 years to reach sustainability. We don't anticipate that we will be implementing projects and management actions that achieve sustainability in year one of the plan, especially if those require significant pumping reduction. We need to develop a path to sustainability, which includes proposed projects and management action that will be implemented over time.
- The path to sustainability will likely be phased and each future phase will be adjusted based on the success of proposed projects and management actions.

# **ATTACHMENT 12**

an early demonstration to DWR that basin interests are pursuing development of the GSP in a collaborative, logical fashion.

**Estimated Subtask Budget: \$40,750**

**Task 2.2 – Hydrogeologic Conceptual Model**

The HCM will be based on existing documents and studies, geological sections, and primary source information currently available. The HCM is a fundamental component of the Basin Setting and provides stakeholders with a more detailed understanding of the basin's mechanics to illustrate why certain portions of the basin behave differently than neighboring areas. This basic understanding can then be applied when considering undesirable results, developing sustainability indicators and interpreting water budgets. The HCM will also provide the foundation for development of a future numerical model that can be used to investigate specific groundwater management projects and programs.

**Estimated Subtask Budget: \$86,500**

**Task 2.3 – Water Rights and Supply Assessment**

Developing a clear understanding of local water uses, rights, contracts and entitlements, and imported water supply sources will be critical for developing sound sustainable management practices in the Upper Basin. Of primary importance is the standing of Tribal water rights and the extent of those rights in the entire San Luis Rey Valley. Recent court decisions will need to be considered and estimates of the qualities and allocation of local water rights will have to be made to understand the available resources to all groundwater users in the basin. The GEI Team will ~~evaluate~~ <sup>inventory</sup> all local water rights, including Indian water rights and the Forman Deeds, and will work closely with the SLR Executive Team's lawyers to consider whether insure that the language is consistent with the local agency and legal understanding of the status of existing rights, and how they are to be treated in the water budget paying particular attention to Tribal rights, and the sources and fate of imported water supplies. This information will then be vetted with the SLR Workgroup and ~~its~~ <sup>the</sup> Technical ~~Committee~~ <sup>Team</sup>. This ~~evaluation~~ <sup>inventory</sup> will ~~serve to establish the starting point for developing a water budget, but will not represent a legal quantification of water rights for the basin.~~

**Estimated Subtask Budget: \$18,000**

**Task 2.4 – Water Budget**

The format for water budgets prepared for the GSP will be guided by DWR's BMP on Water Budgets which lays out the framework for GSP-compliant water budgets. The SLRV Basin does not currently have a detailed water budget, therefore, the GEI Team will develop a water budget using the best available information and incorporating assumptions and methodologies discussed and vetted with the SLR Workgroup. If appropriate, Groundwater Management Areas will be established to better describe the water budget and to determine appropriate sustainability criteria and projects and management actions at a regional scale. GEI will work with the Technical Team to establish Groundwater Management Areas, if necessary.

For each Groundwater Management Area that may be established, water budgets will be estimated based on the following equation. Groundwater inputs may include deep percolation of precipitation (Pp), deep percolation of irrigation (Pi), lateral groundwater inflow



# **ATTACHMENT 13**

## FINAL

### **PROPOSED VERBIAGE REVISIONS TO GEI CONSULTANTS, INC. DETAILED SCOPE OF WORK (SOW)**

1. ~~**Task 2.3** - Developing a clear understanding of local water uses, rights, contracts, and imported water supply sources will be critical for developing sound sustainable management practices in the Upper Basin. Of primary importance is the standing of Tribal water rights and the extent of those rights in the entire San Luis Rey Valley. Recent court decisions will need to be considered and estimates of the qualities and allocation of local water rights will have to be made to understand the available resources to all groundwater users in the basin. The GEI Team will evaluate all local water rights, paying particular attention to Tribal rights, and the sources and fate of imported water supplies. This information will be vetted with the SLR Workgroup and its Technical Committee. This evaluation will serve to establish the starting point for developing a water budget but will not represent a legal quantification of water rights for the basin.~~
1.
2. **Task 2.4 (first paragraph only)** – The format for water budgets prepared for the GSP will be guided by DWR's BMP on Water Budgets which lays out the framework for GSP – compliant water budgets. The SLRV Basin does not currently have a detailed water budget, therefore, the GEI Team will develop a water budget using the best available information and incorporating assumptions and methodologies discussed and vetted with the SLR Workgroup, including both water usage and water supplies.  
*(remaining verbiage of 2.4 to stay intact without changes).*
3. **Task 4** – Projects and Management Actions will be developed to the extent needed to sustainably manage the Upper Basin. Such actions and projects will not be limited to restrictions on pumping and similar conventional measures and projects, but may include delaying or foregoing full use of a party's water rights in exchange for other consideration or as part of other more all-encompassing agreements between or among parties for changing water and land use over time, or the use of additional water sources. Projects and actions will be developed for implementation by the local and / or Tribal entities that are party to the MOU. The nature of the projects and actions will depend on the authority of the implementing entity, but all projects and actions will be coordinated through the SLR Workgroup to ensure that the Sustainability Goals of the Upper Basin are achieved.

The GEI Team will work closely with the Local and Tribal entities in the development of Projects and Management Actions. The Projects and Management Actions will be consistent with the requirement of section 10720.3(d) of the California Water Code that "in the management of a

## FINAL

groundwater basin or sub-basin by a groundwater sustainability agency or by the board, federally reserved water rights to groundwater shall be respected in full". Although Projects and Management Actions will be evaluated for their capacity to achieve groundwater sustainability, The GEI Team will develop metrics and strategies to monitor the performance and provide for adaptive management during implementation.

# **ATTACHMENT 14**



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**Steven M. Anderson**  
(951) 826-8279  
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December 11, 2019

**DELIVERED VIA EMAIL**

Allison Burns  
Stradling Yocca Carlson & Rauth, P.C.  
660 Newport Center Drive  
Suite 1600  
Newport Beach, CA 92660

Re: 2019 SGMA Memorandum of Understanding

*Allison*  
Dear Ms. Burns:

As you know, we represent Pauma Valley Community Services District (CSD). However, we understand that the Upper San Luis Rey Resource Conservation District (RCD) and Pauma Municipal Water District (Pauma MWD) also agree with the contents of this correspondence.

It is our hope that this letter might offer a new perspective on the ongoing impasse related to the 2019 Memorandum of Understanding (MOU) and the need to move forward expeditiously to fulfill the mandates of the Sustainable Groundwater Management Act (SGMA) in the Upper San Luis Rey Groundwater Subbasin. The CSD believes that the MOU's local agency participants have a collective responsibility to our constituents and groundwater users to ensure that the mandates of SGMA are accomplished, while respecting the rights of all pumpers in the Subbasin, including the Indian Water Authority (IWA) and its constituent bands. At the same time, CSD is deeply concerned that the impasse will continue to compromise the local agencies' ability to develop a GSP by the January 2022 deadline. As you are no doubt aware, SGMA places sole legal responsibility on the local agency GSAs to timely produce a GSP. Failing to do so will likely invite intervention from the State Water Resources Control Board, which could result in the imposition of fees and other obligations that the local agencies, and ultimately groundwater users in the basin, would not otherwise face.

In light of the views expressed by all participants to the MOU over the last several months, the impasse as to the selection and scope of work of the consultant is not likely to cease anytime soon. Due to this fact, coupled with the local agencies' legal obligation to begin work on a GSP so it can be timely completed and submitted, the CSD believes we have reached a stage that further attempts to perform under the MOU are fruitless and impracticable. We believe these circumstances legally excuse any further performance under the MOU.



**BEST BEST & KRIEGER**  
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As a preliminary matter, there are significant differences of opinion among the signatory entities as to whether the MOU covers anything more than the hiring of a consultant to conduct data collection and review. (See MOU, §§ 2(a), 2(d), 3(bb) and Exhibit A, describing the Purposes of the MOU as selecting a consultant to complete Study Tasks 1 and 2 (Existing Data Compilation and Data Assessment) and nothing more). These differing interpretations evidence a lack of mutual intent between the parties even in entering into the MOU, and suggest an enforceable agreement may have never existed. A contract will only extend “to those things...which it appears that the parties intended to contract.” (*Hess v. Ford Motor Co.* (2002) 27 Cal.4th 516, 524 [internal citations omitted] [citing Cal. Civ. Proc. Code § 1636].)

Even assuming the MOU was validly consummated, the current state of impasse provides legal justification to excuse its further performance. As you are aware, Section 5(f) of the MOU provides that Yuima is to execute a contract with the consultant “upon Consensus approval of the Consultant Contract terms....” However, a consensus of the voting parties cannot agree on the terms, including the scope of work. Yuima MWD has expressed that, without consensus, it is unwilling to execute the consultant contract. At the same time, the parties are not compelled by any mechanism under the MOU, or by law, to resolve the deadlock, thus leaving the impasse in place. (See, e.g., *Common Cause v. Board of Supervisors* (1989) 49 Cal.3d 432, 442 [“Mandamus will not lie to control an exercise of discretion, i.e., to compel an official to exercise discretion in a particular manner.”].) Despite good faith efforts by all parties to reconcile their divergent perspectives on the scope of work and related issues, including multiple meetings and extensive discussions over the past five months, the impasse is insurmountable. No party (including the public agencies) can be compelled to approve consultant contract terms with which they do not agree or believe would be contrary to the public interest.

The parties to the MOU also hold incompatible interpretations of the MOU. As explained above, the CSD interprets the MOU to be focused on retaining a consultant to conduct Study Tasks 1 and 2. The IWA, on the other hand, appears to interpret the MOU’s purpose much more broadly to encompass retaining a consultant to conduct a variety of tasks beyond Study Tasks 1 and 2, including preparation of the entire GSP. This differing view of the MOU’s scope impedes any ability to agree on the language of Section 2.3 and other provisions of the proposed GEI Scope of Work, and ultimately frustrates the limited purpose of the MOU. Frustration of purpose occurs where “[t]he purpose or ‘desired object’ of both parties” has been frustrated. (*Dorn v. Goetz* (1948) 85 Cal.App.2d 407, 411.) Here, the parties no longer share the mutual objective of hiring a consultant to perform only Study Tasks 1 and 2. Despite significant efforts by all parties to resolve these differences, the parties simply cannot agree. Therefore, there is no longer a mutual “purpose” or “desired object” of the MOU, and the MOU’s overarching purpose has been frustrated. Also, Valley Center MWD has withdrawn (without objection by any signatory) from the MOU, thus further frustrating any collective effort to implement SGMA in the Subbasin via the MOU.



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The same frustration of purpose is also reflected in other provisions of the MOU that are incapable of being achieved, including the following:

- The Trust Account to accept party deposits was not timely established. Section 7(e) of the MOU required that a trust account be established into which each party was required to deposit its local share of costs for compensating the consultant, generally equaling \$300,000 for Study Tasks 1 and 2. Without a trust account, it is not possible for the CSD—or any party—to comply with the deposit requirements set by the MOU. Also, without any deposits, Yuima will not be able to comply with the MOU’s requirement that it make periodic payments to the consultant from the parties’ deposits (§ 7(f)).
- Only two party deposits were submitted and we understand those funds or uncashed checks have been returned. In addition to frustration of purpose, failing to provide promised funds causes the MOU to fail for lack of consideration by those parties, including IWA, that did not timely make their deposits. (Civil Code, § 1689(b)(2).)
- The MOU terms regarding compensation of the consultant cannot be fulfilled. There is no retained consultant to compensate, and it is unlikely that a consultant will be hired due to the impasse.

Under these circumstances, performance under the MOU is excused. (*City of Vernon v. City of Los Angeles* (1955) 45 Cal. 2d 710, 720 [“A thing is impossible in legal contemplation when it is not practicable; and a thing is impracticable when it can only be done at an excessive and unreasonable cost.”]; *Christin v. Super. Court* (1937) 9 Cal.2d 526, 533 [“Modern cases recognize as a defense not only objective impossibility in the true sense, but also impracticability due to excessive and unreasonable difficulty or expense.”]; *Mineral Park Land Co. v. Howard* (1916) 172 Cal. 289, 291 [recognizing that impossibility excuses a party’s performance].)

Even were the IWA and bands to take the position that the MOU is still valid, we believe any potential liability to Yuima MWD and the other parties is limited or non-existent. To the extent the MOU is a binding contract, the IWA or bands could theoretically claim that the local agencies have breached the MOU, should the local agencies treat the MOU as inoperative moving forward.<sup>1</sup> At the outset, however, the local agencies have a strong unclean hands defense, because the IWA, not the local agencies, is insisting on a scope of work in the

<sup>1</sup> IWA would likely need to file suit in state court to enforce the MOU, which as a general matter tribes are often reticent to do because of the need for the plaintiff to submit itself to the jurisdiction of a superior court. This might be particularly true here, where the IWA and bands appear to be concerned that the MOU implicates the bands’ claims to additional reserved water rights that were not declared and quantified in the San Luis Rey River settlement agreement.



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consultant agreement that exceeds the authority conferred on the parties under the MOU to retain and direct a consultant to complete Study Tasks 1 and 2. In essence, the IWA would be advancing an untenable position. Moreover, if the MOU prevents the local agencies from complying with SGMA, including due to the IWA's position, the local agencies may rescind it. (Cal. Civ. Code 1689(b)(6) ["A party to a contract may rescind the contract in the following cases: [...] If the public interest will be prejudiced by permitting the contract to stand."]; *Crowley v. City and County of San Francisco* (1976) 64 Cal.App.3d 450, 462.)

If the IWA asserts a breach of the MOU, its contractual remedies will likely be limited. The general purpose of contract law is to provide "predictability assuring commercial stability in contractual dealings..." (*Erlich v. Menezes* (1999) 21 Cal.4th 543, 554.) The MOU, however, is not a commercial contract—such as for the sale of goods or services—thus limiting the applicability of typical contract remedies like damages, specific performance, and injunctive/declaratory relief:

- Damages are unlikely or minimal. The parties have not spent significant sums on the MOU or its performance—in particular, the IWA has not submitted the \$400,000 it committed under the MOU—and no parties stand to gain financially as a result of the MOU. Thus, the parties will not suffer lost profits or other economic losses.
- Specific performance of the MOU is probably unavailable, because its key provisions require consensus. In particular, the Executive Team must reach consensus on the contract terms before Yuima can execute the consultant contract, and must also direct the consultant by consensus. (§§ 4(f), 5(f).) For specific performance, IWA would need to show that (1) it does not have an adequate legal remedy; (2) the underlying contract is both reasonable and supported by adequate consideration; (3) a mutuality of remedies exists; (4) the contractual terms are sufficiently definite to enable a court to know what it is to enforce; and (5) a substantial similarity of the requested performance to that promised in the contract. (*Tamarind Lithography Workshop, Inc. v. Sanders* (1983) 143 Cal.App.3d 571, 576.) Because key contractual terms in the MOU require consensus, they are not "sufficiently definite" for a court to "know what it is to enforce." Instead, a court would need to supply those contract terms, which it is not permitted to do. (*Alaimo v. Tsunoda* (1963) 215 Cal.App.2d 94, 100 [courts may not make contracts for the parties by supplying contract terms].) Moreover, compelling the parties to continue to negotiate would only result in another impasse on the consultant's scope of work, and would likely result in future impasses over directing the consultant, thus leading to even further delays. Specific performance is unlikely to be available to enforce the MOU.





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- Neither injunctive nor declaratory relief would resolve the consensus requirements. The only “right” the IWA might have is to participate in the MOU if it is still valid, but there is no right to a specific outcome. Accordingly, neither injunctive nor declaratory relief would defeat the impasse, and the applicability of these remedies is likely narrow, if available.

At this juncture, the greater risk for the local agencies, including Yuima MWD, is not complying with SGMA. The burdens imposed by SGMA fall on the shoulders of the local agencies only. Thus, the CSD believes that performance under the 2019 MOU is legally excused and that a new agreement should be negotiated by the local agencies addressing GSP development and governance issues, and to avoid the significant risk and liability of failing to submit a GSP by the 2022 deadline. As part of development of such new agreement, the local agencies can discuss what further role could be offered to the bands and the IWA regarding their potential further participation.

Please do not hesitate to contact us with any questions or comments you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Anderson', with a long horizontal flourish extending to the right.

Steven M. Anderson  
of BEST BEST & KRIEGER LLP

cc: Bobby Graziano, CSD

# **ATTACHMENT 15**

**SUBJECT: Upper San Luis Rey Groundwater Basin****January 8, 2020**

I am writing to give you a status report on efforts to develop a GSP and governance structure for the Upper San Luis Rey Ground Water Basin (Basin) to comply with the requirements of SGMA.

First some brief history within the Basin. SGMA became law on January 1, 2015 and all of the water interests within the Basin began discussion about compliance with SGMA. We were required to form a GSA by early 2017 and early discussions were centered around meeting that requirement. An MOU was signed by San Diego County (SDC), Yuima Municipal Water District (YMWD), Pauma Valley Community Service District (CSD) and the Upper San Luis Rey Resource Conservation District (RCD) in early 2017. That 2017 MOU assigned responsibility to SDC for development of a GSP in consultation with the other public agencies.

Beginning in June of 2017 local public agencies, SDC, DWR, SWRCB and Tribal interests held 13 coordination meetings. These meetings were conducted by a State funded facilitator with the purpose of bringing all water interests in the Basin, including Tribal interests, into the process of developing a GSP and governance structure for the Basin.

As a result of those efforts 3 things happened:

1. AB1944 was passed by the legislature that expanded the boundary of the groundwater basin to include the Pala Sub-Basin.
2. SDC withdrew from the 2017 MOU in November, 2018 rendering that MOU defunct.
3. A new MOU was developed and executed with an effective date of 3/21/19. Parties to this MOU included YMWD, CSD, RCD from the previous MOU and added Pauma Municipal Water District (PMWD), Rainbow Municipal Water District (RMWD), Valley Center Municipal Water District (VCMWD) and the San Luis Rey Indian Water Authority (IWA). The IWA represents 5 Indian Tribes whose lands cover over 50% of the Basin.

With that history, the Basin has operated under the 2019 MOU since its' effective date of March 2019. A governance structure consisting of a 10 member Executive Team was established supported by a 5 member Technical Team. All Parties to the MOU were represented on those Teams. All decisions were based on a consensus vote of the Executive Team with consensus defined as 80% of the Executive Team.

In the early months of operation under the 2019 MOU significant progress was made by the Executive Team toward development of a GSP and a governance structure for implementing a GSP. Proposals for a consultant to develop the GSP were solicited and a consultant (GEI) was selected. However, stating the July of July 2019 approval of a Scope of Work (SOW) for the consultant encountered a major issue. The issue in the SOW was how to address water rights. Numerous meeting have been held over the last 6 months by the

Executive Team in an effort to come to some compromise language in the SOW on the issue of water rights. One segment wants at least some recognition of water rights included in the GSP and one segment wants no mention of water rights at all in the GSP.

Unfortunately, this issue has not been resolved and a path forward for development of a GSP that can gain a consensus vote has not been identified. In fact, the more meetings we have in an attempt to reach a compromise the division within the group seems to grow to the point there are mistrust issues. We are hopelessly deadlocked in our effort to move forward to the point that some members will not even vote and are reluctant to attend meetings of the Executive Team.

I am attaching a letter from an attorney representing the views of one segment of the Parties to the 2019 MOU (CSD, RCS and PMWD) in which he presents arguments that the Parties to the 2019 MOU are at an impasse not likely to cease and that further performance under the MOU is excused. The letter concludes by suggesting that a new MOU be developed with the parties being CSD, RCD, PVMWD and YMWD. This letter was addressed to YMWD and as such, became a public document and was distributed to all Parties to the 2019 MOU.

A meeting of the Executive Team was called on 12/30/19 to discuss the above mentioned letter and solicit ideas on where we should go from here. The meeting was not well attended and no representatives of CSD, RCD, or PMWD attended but representatives of IWA, YMWD, RMWD and VCMWD did attend.

In discussing the attached letter numerous comments disputing some of the assertions were made, but the group unanimously agreed with the conclusion that the 2019 MOU is hopelessly deadlocked and therefore should be abandoned. There was considerable disagreement with the letter suggestion that a new MOU be developed with a small group of the public agencies included and the Tribes and other public agencies excluded from any meaningful participation. This would create a contentious process that could result in a challenge to some qualifications to be a GSA under the definition of Local Agency in Water Code 10721. In any event such a contentious process would be long and drawn out to the point that it would be impossible to comply with the SGMA deadline for development of a GSP.

In summary and despite our best efforts, the Executive Team appears to unanimously agree that we are hopelessly deadlocked in moving forward with development of a GSP and any further effort would be fruitless. No further meetings or activities are planned.

Please feel free to contact me if you would like to discuss further.

RON WATKINS

858-504-0615

Chairman, Executive Team

Upper San Luis Rey Groundwater Basin

# **ATTACHMENT 16**

**SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO)  
ADDENDUM TO THE FINAL MUNICIPAL SERVICE REVIEW ON  
RESOURCE CONSERVATION DISTRICTS IN SAN DIEGO COUNTY**

**LAFCO File No. 2021-001**

**March 25, 2021**

**PURPOSE**

This addendum has been prepared by San Diego LAFCO to the final municipal service review on resource conservation districts received and filed by the Commission on February 1, 2021 paired with the separate adoption of written determinations pursuant to Government Code 56340. The addendum's purpose is to satisfy a recommendation in the final municipal service review to further address Upper San Luis Rey Resource Conservation District's (RCD) powers and authorizations therein to provide groundwater management under LAFCO statute.<sup>1</sup> This recommendation ties to the Commission's delegated responsibilities in CKH to establish the nature, location, and extent of special districts' functions and classes of services as well as regulate their activations and divestitures accordingly.<sup>2</sup>

**SCOPE AND ANALYSIS**

The addendum is organized to analyze three connected topics in revisiting the municipal service review in combination with the Commission's task to determine San Luis Rey RCD's eligible and authorized service functions and classes under CKH with specific attention to groundwater management. The first two topics revisit the municipal service review's approach with regard to whether amendments are appropriate in identifying available service functions in the RCD principal act and the process for categorizing related classes. The third topic draws on the preceding two topics and addresses whether the listing of service functions and classes specific to the Upper San Luis Rey RCD in the municipal service review are appropriate and/or merit amendments. The three topics are further detailed below and include supplemental analysis performed by LAFCO staff.

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Topics 1 and 2 revisit connected assumptions and related conclusions in the municipal service review and further inform the addendum's central task to address Upper San Luis Rey RCD's active and authorized service functions and classes in CKH as Topic 3.

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**Item No. 1 |  
Confirming Available RCD Functions in Principal Act**

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Should San Diego LAFCO confirm or amend the list of six stand-alone service functions available to Upper San Luis Rey RCD through the District's principal act irrespective of activation status as stated in the final municipal service review and as follows:

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<sup>1</sup> LAFCO statute otherwise referenced as the Cortese-Knox-Hertzberg Local Government Reorganization Act (CKH).

<sup>2</sup> Reference to Government Code Sections 56425 and 56824.14.

- a) Agricultural Enhancement
- b) Erosion Stabilization
- c) Soil Erosion Control/Prevention
- d) Water Conservation
- e) Water Distribution
- f) Wildlife Enhancement

Addendum Analysis:

The six listed service functions available to all RCDs – irrespective of activation – were developed by LAFCO staff as part of the municipal service review and based on an evaluation of the RCD principal act. The listing reflects LAFCO’s discretionary judgment given the principal act predates conventional legislation vernacular to explicitly identify special district functions. LAFCO’s discretion also reflects the lack of guidance involving RCDs in the Commission’s own Rule No 4 and its provisions to classify special district functions as well as any comparable analysis by other LAFCOs. In revisiting the topic, staff believes the six functions listed in the municipal service review – agricultural enhancement, erosion stabilization, soil erosion control/prevention, water conservation, water distribution, and wildlife enhancement – appropriately capture the full range of functions available to RCDs. The listing appropriately omits flood control given this function is only available as contract agents to federal or State agencies and cannot be independently performed by RCDs. The functions also involve a more extensive range of internal classes (i.e. the public facilities and actions to perform the function). No modifications or amendments are needed.

**Item No. 2 |**

**Confirming Process to Categorize RCD Functions and Classes**

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Should San Diego LAFCO confirm or amend the approach in the final municipal service review to directly categorize an RCD class within only one service function.

Addendum Analysis:

The service functions identified in the municipal service review for all RCDs (e.g. soil control/prevention, etc.) are broad and lend themselves to varying levels of overlap with one another in terms of shared and/or similar classes. LAFCO staff addressed this dynamic in the municipal service review by assuming it would be appropriate to categorize an active service class to only one active service function. In revisiting the topic, staff believes this approach holds and appropriately distinguishes between primary and incidental relationships between classes and functions. An apt example involves Upper San Luis Rey RCD’s class activities tied to managing multiple conservation easements in Pauma Valley. The primary purpose of these easements based on the covenants is habitat restoration and consequently categorized in the municipal service review under the District’s “wildlife enhancement” function and irrespective of other incidental relationships, such as water

conservation.<sup>3</sup> This approach is substantively consistent with existing policy and practice under Rule No. 4 and preferable to alternatively making crossover categorizations given the potential therein to vex LAFCO’s responsibility in CKH to ensure special districts’ functions and classes are self-sustaining with dedicated resources.

**Item No. 3 |**  
**Listing Upper San Luis Rey RCD’s Functions and Categorizing Classes**

Should San Diego LAFCO confirm or amend the listing in the final municipal service review involving Upper San Luis Rey RCD’s active and authorized service functions and categorizing classes as shown in the following table.

Listings in the Municipal Service Review	
Function	Class
Water Conservation	Groundwater Management
Wildlife Enhancement	Habitat Restoration

**Addendum Analysis:**

The listing of active and authorized service functions and related class categorizations for Upper San Luis Rey RCD in the municipal service review was established by LAFCO staff and drawn on communication exchanges with the District. Most of these exchanges occurred ahead of staff publishing a draft report in December 2020 and remain in the final report accepted by the Commission in February 2021. This includes identifying the District as having two active and authorized service functions – “water conservation” and “wildlife enhancement” – and purposefully aligned with the verbiage in the principal act as addressed in Topic No. 1. The municipal service review relatedly categorizes groundwater management under the water conservation function and habitat restoration under the wildlife enhancement function and purposefully without crossovers as addressed in Topic No. 2. Nonetheless, and based on information received during the public review period, it was also determined these listings warrant additional review with particular focus on groundwater management and serve as the lead item in this addendum. Revisiting the topic in greater detail suggests no amendments are merited with respect to listing the District’s active and authorized functions. Amendments appear merited, however, with respect to the District’s classes and involves the removal of groundwater management and addition of water irrigation assistance, water quality monitoring, watershed planning, and educational outreach. An updated listing follows.

<sup>3</sup> A similar example where the source of the grant or grantor appropriate informs the designation of class/activity involves farm evaluations performed Upper San Luis Rey RCD through a grant from the San Diego County Water Authority. In this example, the underlying activity is captured as a water irrigation class and categorized under the water conservation function rather than under and/or also within an agricultural enhancement function.



Amended Listings	
Function	Class
Water Conservation	Water Irrigation Assistance Water Quality Monitoring Watershed Planning Educational Outreach
Wildlife Enhancement	Habitat Restoration

## CONCLUSIONS AND RECOMMENDATIONS

The supplemental analysis and review of additional information undertaken in this addendum confirms the municipal service review’s approach in identifying available service functions in the RCD principal act as well as the process in categorizing related classes (Topics 1 and 2). The supplemental analysis also confirms the municipal service review correctly identifies Upper San Luis Rey RCD’s active and authorized service functions as water conservation and wildlife enhancement. The supplemental analysis, however, also indicates the municipal service review requires amendments in listing active and authorized classes under the District’s water conservation function. The amendments remedy the municipal service review incorrectly including groundwater management while omitting water irrigation assistance, water quality monitoring, watershed planning, and educational outreach. The removal of groundwater management is warranted since the lone connected activity involves participation in the Pauma Valley Subbasin GSA, which commenced after functions and classes became subject to LAFCO approval under CKH. Furthermore, groundwater management as contemplated for GSAs – an appropriate benchmark given current circumstances – is substantively distinct in scope and scale to other classes established and maintained by the District and marked by their differing regulatory and advisory orientations. The addition of the other classes is separately merited by documentation showing these subject activities were underway at the time of CKH and have been continually provided (Topic 3).<sup>4</sup>

The following statements and recommendations draw from the preceding conclusions and provided for Commission consideration and related action.

1. Upper San Luis Rey RCD’s authorized service functions are confirmed as presented in the municipal service review as water conservation and wildlife enhancement.
2. Upper San Luis Rey RCD’s authorized classes under the District’s water conservation function as presented in the municipal service are amended as water irrigation assistance, water quality monitoring, watershed planning, and educational outreach.

<sup>4</sup> Reference to documentation filed during the municipal service review’s public review and comment period from the Yuima Municipal Water District on January 28, 2021 and Pauma Valley Community Services District on January 29, 2021.

3. Upper San Luis Rey RCD requires authorization from San Diego LAFCO to provide groundwater management as a new class under the District's water conservation function to comply with CKH.<sup>5</sup>
4. San Diego LAFCO is not responsible for administering GSAs under the Sustainable Groundwater Management Act (SGMA) and accordingly this addendum addresses only the District's compliance under CKH.
5. San Diego LAFCO takes no position with respect to whether Upper San Luis Rey RCD's is separately eligible and authorized under SGMA to participate in the Pauma Valley Subbasin GSA and its provision of groundwater management irrespective of CKH.
6. The Upper San Luis Rey RCD should apply to activate a groundwater management class under its water conservation function to comply with CKH and harmonize any separate allowances under SGMA through the Department of Water Resources.
7. San Diego LAFCO should address groundwater management in its scheduled policy review and update to Rule No. 4.

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<sup>5</sup> Reference to procedures under Government Code Sections 56824.10-14.

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**From:** Kim Thorner  
**To:** Simonds, Keene  
**Cc:** Jack Bebee; Paul Bushee  
**Subject:** Update from the SDLAFCO SDAC Ad Hoc Subcommittee on the USLRRCD participate in a GSA  
**Date:** Thursday, March 04, 2021 12:00:39 PM

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Keene - The *San Diego LAFCO Special District's Advisory Ad Hoc Subcommittee on Upper San Luis Rey RCD's participation in a GSA*, consisting of myself, Jack Bebee, and Paul Bushee, had the opportunity to conduct a second Zoom meeting on 03/02/2021.

The purpose of our meeting was to further discuss and refine the questions that our Ad Hoc Subcommittee had after our first meeting in February and to review and discuss the letters and information from both Mr. Llyod Pelman representing the San Luis Rey Indian Water Authority and also from the Yuima Municipal Water District in conjunction with the Upper San Luis Rey RCD (USLRRCS) and the Pauma Valley Community Services District.

One of the main questions that our Ad Hoc Subcommittee discussed at length was whether or not the Upper San Luis Rey RCD was providing 'water management' functions in the year 2000 or prior. Based on the information provided, we note that Upper San Luis Rey RCD provided documentation that it was providing water management functions back to at least the early 1990's and as shown specifically in 1998 via agreements with National Resource Conservation Services and others thereafter. Water quality, water conservation, watershed education and watershed protection are all water management functions that have been and continue to be offered by the Upper San Luis Rey RCD, as supported by the documentation provided.

We also noted that pursuant to LAFCO's own Rule 4.4, neither groundwater management nor water distribution are listed as functions. Rule 4.4 only lists "Water" with "Retail, Wholesale, Replenishment and Injection" as functions. We again believe that rule 4.4 should be updated to reflect current industry terms and functions.

If USLRRCD planned on extracting water, replenishing water, installing any pipes, etc., we agree that they would need to come to LAFCO to ask for permission to activate these powers. Mere participation at the water management level in a SGMA GSA does not require an additional activation of powers, as we believe that USLR RCD has been practicing water management via conservation, protection and education programs since before 2000.

We wanted to get you our thoughts and input at this time. Please let us know if you would like to have another meeting with the LAFCO staff to follow up and discuss further. Thank you, Kim  
Kimberly A. Thorner, Esq.

**General Manager**  
Olivenhain Municipal Water District

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# **ATTACHMENT 17**



**San Diego County**  
**Local Agency Formation Commission**  
 Regional Service Planning | Subdivision of the State of California

**7b**

**AGENDA REPORT**  
 Business | Action

April 5, 2021

**TO:** Commissioners

**FROM:** Keene Simonds, Executive Officer  
 Aleks Giragosian, Deputy Commission Counsel  
 Linda Heckenkamp, Analyst II

**SUBJECT:** Addendum to Municipal Service Review on Resource Conservation Districts

**SUMMARY**

The San Diego County Local Agency Formation Commission (LAFCO) will receive an addendum on the recently completed municipal service review on resource conservation districts (RCDs) in San Diego County. The addendum has been prepared consistent with a recommendation in the municipal service review to clarify Upper San Luis Rey RCD’s authorized service functions and classes with specific attention on groundwater management. The addendum concludes – among other items – Upper San Luis Rey RCD is not authorized in LAFCO statute to provide groundwater management while deferring to the State to determine whether separate authorization is provided under the Sustainable Groundwater Management Act. The addendum is being presented to approve and augment the municipal service review and associated written determinations.

**BACKGROUND**

**LAFCO Oversight on Special Districts’ Service Functions and Classes**

San Diego LAFCO’s enabling legislation and associated regulatory and planning powers were comprehensively updated in 2001 as part of the Cortese-Knox-Hertzberg Local Government Reorganization Act or CKH. A notable feature in CKH was the explicit expansion of LAFCOs’

<b>Administration</b> Keene Simonds, Executive Officer County Operations Center 9335 Hazard Way, Suite 200 San Diego, California 92123 T 858.614.7755 F 858.614.7766 www.sdlafco.org	Vice Chair Jim Desmond County of San Diego Nora Vargas County of San Diego Joel Anderson, Alt. County of San Diego	Mary Celeste Salas City of Vista Bill Swells City of El Cajon Paul McNamara, Alt. City of Escondido	Chris Cate City of San Diego Marni von Wilpert, Alt. City of San Diego	Jo Mackenzie Vista Irrigation Barry Willis Alpine Fire Protection Vacant, Alt. Special District	Chair Andy Vanderlaan General Public Harry Mathis, Alt. General Public
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oversight in establishing the nature, location, and extent of special districts' functions and classes of services as well as regulate their activations or divestitures accordingly. CKH directs all LAFCOs to address special district functions and classes as part of the dual municipal service review and sphere of influence update processes.

### **Municipal Service Review on RCDs in San Diego County**

San Diego LAFCO's scheduled municipal service review on RCDs was completed in February 2021 with the Commission taking action to formally accept the final report and adopting a resolution making the necessary determinations required under statute. This included a determination borne from the final report for the Commission to immediately proceed with an addendum to clarify Upper San Luis Rey RCD's service functions and classes. This determination, notably, followed receipt of stakeholder comments and directed attention to addressing the District's authorization to provide groundwater management as one of three members of the Pauma Valley Subbasin Groundwater Sustainability Agency (GSA).

### **DISCUSSION**

This item is for San Diego LAFCO to receive an addendum prepared by staff addressing Upper San Luis Rey RCD's authorized service functions and classes. The addendum is provided as Attachment One and organized to analyze three connected topics in revisiting the municipal service review in combination with the Commission's task to determine San Luis Rey RCD's eligible and authorized service functions and classes under CKH with specific attention to groundwater management. These connected topics involve (a) available RCD functions in the principal act, (b) categorizing RCD functions and classes, and – drawing from the preceding two considerations – (c) Upper San Luis Rey RCD's authorized functions and classes.

### **ANALYSIS**

The addendum before San Diego LAFCO concludes amendments to the municipal service review are warranted in addressing Upper San Luis Rey RCD's authorized service functions and classes. Most substantively, this includes concluding the District does not have authorization to provide groundwater management under CKH given the sole activity – i.e. participating in the Pauma Valley Subbasin GSA – commenced after 2001. Whether the District is independently authorized to provide groundwater management by the State via the Sustainable Groundwater Management Act (2016) is beyond the addendum scope. Nonetheless, any groundwater management activities beyond the GSA are prohibited in CKH. The addendum, accordingly, recommends the District apply to the Commission to activate groundwater management as a class under its water conservation function.

The Commission is advised a separate and different conclusion has been made by a working group (Kim Thorner, Jack Bebee, and Paul Bushee) tasked by the Special Districts Advisory Committee to review this matter at the invitation of the Executive Officer. The working group concludes the Upper San Luis Rey RCD established grandfathered groundwater management rights before CKH and continuously maintained through various activities – including



providing water quality monitoring assistance to landowners and conducting watershed educational workshops. Staff respectfully disagrees these activities parallel groundwater management. The working group's determinations are provided as Attachment Two.


## RECOMMENDATION

It is recommended San Diego LAFCO proceed to formally accept the addendum and in doing so approve the associated statements. This recommendation is consistent with Alternative One as outlined in the succeeding section.

## ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO and can be accomplished through a single-approved motion.

Alternative One (recommended):

Accept the addendum provided as Attachment One with any specified changes to the conclusionary statements and recommendations. 

Alternative Two:

Continue the item and request additional information from staff as needed.

## PROCEDURES

This item has been placed on San Diego LAFCO's agenda for action as part of the business calendar. The following procedures, accordingly, apply:

- 1) Receive verbal presentation from staff unless waived.
- 2) Initial questions or clarifications from the Commission.
- 3) Invite comments from the public.
- 4) Consider the staff recommendation or alternatives.

On behalf of the Executive Officer,



Linda Heckenkamp  
Analyst II

Attachments:

- 1) LAFCO Addendum on Municipal Service Review on RCD
- 2) Special Districts Advisory Committee Working Group Determinations

# **ATTACHMENT 18**

**DRAFT MINUTES  
SAN DIEGO LAFCO  
April 5, 2021 REGULAR MEETING**

**Via Videoconference Only  
Per Governor's Executive Order N-29-20**

**1. CALL TO ORDER | ROLL CALL**

The regular meeting was called to order by videoconference at 9:00 a.m. by Chair Vanderlaan. Chair Vanderlaan also welcomed Commissioner Joel Anderson to San Diego LAFCO.

The Commission Clerk performed the roll call with the following attendance recorded.

Regulars Present: Chris Cate, City of San Diego  
Jim Desmond, County of San Diego (VICE CHAIR)  
Jo MacKenzie, Vista Irrigation District  
Mary Casillas Salas, City of Chula Vista  
Andy Vanderlaan, Public (CHAIR)  
Barry Willis, Alpine Fire Protection District

Alternates Present: Harry Mathis, Public  
Paul McNamara, City of Escondido (Voting)  
Joel Anderson, County of San Diego (Voting)

Members Absent: Nora Vargas, County of San Diego (regular)  
Bill Wells, City of El Cajon (regular)  
Marni von Wilpert, City of San Diego (alternate)

The Commission Clerk confirmed a virtual quorum was present with eight voting members – including Alternates Joel Anderson in the place of the absent Nora Vargas and Paul McNamara in the place of the absent Bill Wells. Also present at the virtual dais were Executive Officer Keene Simonds, Commission Counsel Holly O. Whatley, Chief Policy Analyst Robert Barry, Local Government Analyst II Linda Heckenkamp, Local Government Analyst I Priscilla Allen, Administrative Assistant Erica Blom, and Commission Clerk Tamaron Lockett.

**2. PLEDGE OF ALLEGIANCE**

Commissioner Willis led meeting attendees in the Pledge of Allegiance.

**3. AGENDA REVIEW AND RELATED REQUESTS**

Chair Vanderlaan asked the Executive Officer if there were requests to remove or rearrange items on the agenda as presented. The Executive Officer stated no changes were needed to the agenda as posted and presented. The Executive Officer also noted the meeting was being live streamed and instructions for the public to participate in real-time were provided on the agenda as well as detailed on the LAFCO website.

#### 4. PUBLIC COMMENT

Chair Vanderlaan invited anyone from the public to address the Commission on a matter not related to an agenda item. The Commission Clerk confirmed one member of the public had pre-submitted comments to the Commission and proceeded to read the comments for the record. Comments were received from the following person:

- Enrico Ferro with Ferro Orchard Advisors

The Administrative Assistant confirmed there were no live e-mail comments received for public comment.

#### 5. CONSENT ITEMS

##### Item 5a

##### **Approval of Meeting Minutes for March 1, 2021**

Item presented to approve draft action minutes prepared for the Commission's March 1, 2021 regular meeting. Recommendation to approve.

##### Item 5b

##### **Commission Ratification | Recorded Payment for February 2021**

Item presented to ratify recorded payments made and received by the Executive Officer for the month of February 2021. Recommendation to ratify.

##### Item 5c

##### **Suspension of Cost-of-Living Wage Adjustments for 2021-2022**

Item presented to consider the suspension of a planned 2.0% wage cost-of-living adjustment for non-management employees in 2021-2022. Recommendation to approve.

##### Item 5d

##### **Approval of Memorandum of Understanding with Resource Conservation District of Greater San Diego involving State Planning Grant**

Item presented to consider approving a memorandum of understanding with Resource Conservation District of Greater San Diego involving the implementation of a \$250,000 planning grant award from the State to track agricultural trends in San Diego County. Recommendation to approve.

##### Item 5e

##### **Proposed "Papp-Olive Street Reorganization" |**

##### **Concurrent Annexation to the Vallecitos Water District and Detachment from the Vista Irrigation District (RO20-17)**

Item presented to consider a reorganization to annex two incorporated parcels totaling 2.3 acres of incorporated territory in the City of San Marcos to the Vallecitos Water District with a concurrent detachment from the Vista Irrigation District. The proposal purpose is to establish public water and wastewater service for the two subject parcels to accommodate the planned

**CONSENT ITEMS CONTINUED...**

**Item 5e continued**

development of single-family residences. Recommendation to conditionally approve without modifications along with waiving protest proceedings.

**Item 5f**

**Progress Report on 2020-2021 Workplan**

Item presented to receive a progress report on the adopted workplan for 2020-2021 and specific projects. Recommendation to accept and file.

**Item 5g**

**Current Proposals and Related Activities**

Item presented to update current proposals on file with LAFCO along with identifying anticipated submittals. Information only.

\*\*

Chair Vanderlaan asked if the Commissioners would like to pull any consent item. There were no requests from Commissioners.

Commissioner Desmond motioned with a second from Alternate Commissioner McNamara to approve the consent calendar consistent with the staff recommendations. Roll call requested:

AYES:	Anderson (voting), Cate, Desmond, MacKenzie, McNamara (voting), Salas, Vanderlaan, and Willis
NOES:	None
ABSENT:	Vargas, von Wilpert, and Wells
ABSTAINING:	None

The Commission Clerk confirms the motion was approved 8-0.

**6. PUBLIC HEARING ITEMS**

**Item 6a**

**Proposed “Rancho Corrido RV Park Reorganization” |**

**Concurrent Annexations to the Yuima Municipal Water District, San Diego County Water Authority, and Metropolitan Water District with Conforming Sphere Amendments (RO20-21 et al.)**

Item presented to consider a reorganization from the Yuima Municipal Water District to annex approximately 31.3 acres of unincorporated territory in Pauma Valley with concurrent annexations to the San Diego County Water Authority and Metropolitan Water District of Southern California. The proposal purpose is to extend public water service to the lone subject parcel and its existing use as a 120-unit recreational vehicle park to abate groundwater quality concerns. Recommendation to conditionally approve with modifications to include 0.73 acres of adjacent public right-of-way as well as conforming sphere of influence (cont.)

**PUBLIC HEARING ITEMS CONTINUED...**

**Item 6a continued**

amendments along with waiving protest proceedings as long as no written objections were received from the landowner or registered voters.

Chief Policy Analyst Robert Barry provided the staff presentation.

Chair Vanderlaan invited Commissioner comments or questions. No comments.

Chair Vanderlaan proceeded to open the public hearing and invited comments by pre-registered attendees and live e-mail. The Commission Clerk confirmed no members of the public had pre-registered to address the Commission. The Administrative Assistant also confirmed there were no live e-mail comments.

Chair Vanderlaan proceeded to close the public hearing.

**\*\***

Commissioner Desmond motioned to approve the staff recommendation as provided in the agenda report with a second from Alternate Commissioner Anderson. Roll call requested:

AYES:	Anderson (voting), Cate, Desmond, MacKenzie, McNamara (voting), Salas, Vanderlaan, and Willis
NOES:	None
ABSENT:	Vargas, von Wilpert, and Wells
ABSTAINING:	None

The Commission Clerk confirms the motion was approved 8-0.

**Item 6b**

**Proposed “Plumosa Avenue Reorganization” |**

**Annexation to the City of Vista with Concurrent Detachment from the Vista Fire Protection District and Conforming Sphere Amendment (RO20-18 et al.)**

Item presented to consider a reorganization to annex approximately 0.7 acres of unincorporated territory to the City of Vista with a concurrent detachment from the Vista Fire Protection District. The proposal purpose is to facilitate a wastewater service connection to an existing residential duplex. Recommendation to conditionally approve with a modification to include the public right-of-way as well as conforming a sphere of influence amendment involving Vista Fire Protection District along with waiving protest proceedings.

**PUBLIC HEARING ITEMS CONTINUED...**

**Item 6b continued**

Executive Officer Keene Simonds provided the staff presentation on behalf of Analyst II Linda Heckenkamp.

Chair Vanderlaan invited Commissioner comments or questions.

Commissioner MacKenzie asked if LAFCO provided any outreach to the adjacent property owners regarding the proposed proposal. The Executive Officer responded that staff did not provide outreach in deference to City of Vista as the applicant.

Chair Vanderlaan invited comments from the public. The Commission Clerk confirmed no members of the public had pre-registered to address the Commission. The Administrative Assistant also confirmed there were no live e-mail comments.

\*\*

Commissioner Willis motioned to approve the staff recommendation as provided in the agenda report with a second from Commissioner MacKenzie. Roll call requested:

AYES:	Anderson (voting), Cate, Desmond, MacKenzie, McNamara (voting), Salas, Vanderlaan, and Willis
NOES:	None
ABSENT:	Vargas, von Wilpert, and Wells
ABSTAINING:	None

The Commission Clerk confirms the motion was approved 8-0.

**7. BUSINESS ITEMS**

**Item 7a**

**Draft Municipal Service Review on the Poway Region**

Item presented to review a draft municipal service review involving the Poway region – including addressing the need and adequacy of key public services provided in the region. Local Government Analyst I Priscilla Allen provided the staff presentation and summarized the draft report’s key conclusions and recommendations as well as highlighted receipt of a comment letter from the City of Poway. The Executive Officer requested the Commission provide any initial feedback on the draft document ahead of staff initiating a formal public review and comment period and returning at the June meeting with final actions.

Chair Vanderlaan invited initial Commission comments or questions. No immediate comments.

## **BUSINESS ITEMS CONTINUED...**

### **Item 7a continued**

Chair Vanderlaan invited comments from the public. The Commission Clerk confirmed one member of the public had pre-registered to address the Commission. Comments were received from the following person:

- Craig Ruiz with City of Poway

The Administrative Assistant confirmed there were no live e-mail comments.

Without any requested actions, Chair Vanderlaan thanked Priscilla Allen for the draft report and looked forward to seeing it in final form following the public review process.

### **Item 7b**

#### **Addendum to Final Municipal Service Review on Resource Conservation Districts**

Item presented to receive an addendum on the recently approved municipal service review involving resource conservation districts in San Diego County. The addendum was prepared consistent with Commission direction to clarify Upper San Luis Rey's authorized service functions and classes with specific attention on groundwater management. The addendum concludes – and among other items – Upper San Luis Rey is not authorized in LAFCO statute to provide groundwater management while also concluding it would be appropriate to defer to the State to determine whether separate and superseding authorization is provided under the Sustainable Groundwater Management Act or SGMA. Recommendation to approve the addendum as presented and in doing so officially update the MSR record.

Executive Officer Keene Simonds provided the staff presentation on behalf of Analyst II Linda Heckenkamp and highlighted key conclusions in the addendum. Mr. Simonds noted the District should consider applying with the Commission to active groundwater management as a class under its water conservation function per LAFCO statute to harmonize with whatever authorization is granted by the State under SGMA. Mr. Simonds separately advised the Commission that an alternative conclusion was reached by a working group formed by the Special Districts Advisory Committee to determine the District had established grandfathered groundwater management powers and did not need LAFCO approval.

Chair Vanderlaan invited comments from the public. The Commission Clerk confirmed nine members of the public had pre-registered to address the Commission. Comments were received from the following persons:

- Andy Lyall with Upper San Luis Rey
- Bobby Graziano with Pauma Valley CSD
- Bo Mazzetti with Indian Water Authority
- Amy Reeh with Yuima MWD
- Robert Pelcyger with Indian Water Authority
- Steve Anderson with Pauma Valley CSD



**BUSINESS ITEMS CONTINUED...**

**Item 7b continued**

- Gary Arrant with Valley Center MWD
- Jeremy Jungreis with Yuima MWD
- Lloyd (Bill) Pellman with Indian Water Authority

The Administrative Assistant confirmed there were no live e-mail comments.

Chair Vanderlaan invited initial Commission comments or questions.

Commission discussion followed.

Commissioner Willis commented that he would like to see the item be continued and allow the State to weigh in on whether the District is authorized under SGMA to provide groundwater management and participate in the Pauma Valley Subbasin GSA. Commissioner Willis proceeded to make a motion to approve Alternative Two in the agenda report to continue the item with a second from Commissioner MacKenzie.

Additional discussion followed by the Commission on the motion.

Commissioner Desmond made a substitute motion to approve Alternative One of the staff recommendations as provided in the agenda report with a second from Commissioner Cate. Roll call requested:

AYES: Anderson (voting), Cate, Desmond, MacKenzie, Salas, and Vanderlaan  
NOES: McNamara (voting) and Willis  
ABSENT: Vargas, von Wilpert, and Wells  
ABSTAINING: None

The Commission Clerk confirms the motion was approved 6-2.

**Item 7c**

**Voluntary Separation Incentive Program**

Item presented to consider approving a one-time program to monetarily incentivize eligible employees to voluntarily separate and end their employment with the Commission. The proposed program would be available to employees with 60-months or more of consecutive employment and if approved by the Executive Officer receive a lump sum payment based on specific calculation. The program responds to budget considerations under COVID-19 and delegates responsibility to the Executive Officer to administer to ensure both a net savings as well as critical positions and/or associated functions are adequately maintained. Recommendation to approve.

Executive Officer Keene Simonds provided the staff presentation.

Commission discussion followed.

# **ATTACHMENT 19**

**AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING  
FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN  
FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN**

This Amendment 1 to the MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN (heretofore referenced as the "2017 MOU") is made and entered into effective June 1, 2020 ("Effective Date") by and between Yuima Municipal Water District, a municipal water district organized under and existing pursuant to Sections 71000 et seq. of the California Water Code ("Yuima MWD" or "Yuima"), Pauma Valley Community Services District, a community services district formed under the Community Services District Law, Government Code Sections 61000-61850. ("Pauma Valley CSD"), and the Upper San Luis Rey Resource Conservation District ("USLRRCD") a resource conservation district formed under the Resource Conservation District Act, Public Resources Code Sections 9001 et seq. Each entity may be referred to herein individually as a "Party," or collectively as the "Parties."

- A. 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 executed 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 the Sustainable Groundwater Management Act ("SGMA"); and
- B. WHEREAS, the 2017 MOU was submitted to the California Department of Water Resources ("DWR") and subsequently accepted by DWR as creating a Groundwater Sustainability Agency ("GSA") for the Pauma Valley Subbasin of the San Luis Rey Valley Groundwater Basin ("SLR Basin"), which GSA would be managed by the Parties according to the 2017 MOU per its terms, including the cooperative preparation of a GSP for the Pauma Valley portion of the SLR Basin; and
- C. WHEREAS, the County of San Diego ("County") was 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
- D. WHEREAS, SB 779 in September 2019 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 would be known as the Lower San Luis Rey Valley Groundwater Subbasin, and the portion of the SLR Basin to the east of the dividing line would be known as the Upper San Luis Rey Valley Groundwater Subbasin; and
- E. WHEREAS, the Upper San Luis Rey Valley Groundwater Subbasin is nearly identical in size and land area as the Pauma Valley Subbasin that is the subject of management per the 2017 MOU; and
- F. WHEREAS DWR has indicated that the 2017 MOU remains the operative GSA governance document for the portions of the SLR Basin 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, the remaining Parties to the 2017 MOU after County withdrawal continue to be “local agencies” authorized to manage groundwater per Water Code § 10721 (n) and SGMA throughout the Upper San Luis Rey Valley Groundwater Subbasin other than on tribal reservation lands; and
- I. 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
- J. WHEREAS, on May 1, 2020, DWR confirmed that the Upper San Luis Rey Valley Groundwater Basin continues to be a medium priority groundwater basin that must develop and submit for DWR approval a GSP on or before January 31, 2022.
- K. 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 even 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
- L. WHEREAS, the 2017 MOU provides that it may be amended by written instrument duly signed and executed by all Parties, and all remaining Parties to the MOU, specifically Yuima Municipal Water District, Pauma Valley Community Services District, and the Uppers San Luis Rey Resource Conservation District, have all agreed via this Amendment 1 to the 2017 MOU to amend the 2017 MOU so as to facilitate the timely development of a GSP in the Upper San Luis Rey Valley Groundwater Subbasin.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and in order to facilitate the expedient development of a GSP for the Upper San Luis Rey Valley Groundwater Subbasin, the Parties do hereby agree to amend the 2017 MOU as follows:

1. The first paragraph on page 1 of the 2017 MOU is amended to omit reference to the County as a Party.
2. The Recitals Section of the 2017 MOU is hereby amended to remove reference to the County of San Diego, which is no longer a party to the 2017 MOU.
3. Section I.1, sub-paragraph a, is hereby amended to read:

*This MOU is entered into by the Parties for the purpose of establishing and operating as a multi-agency GSA and cooperating to develop a single Plan for those portions of the SLR Basin (Figure 1) required to have a Plan pursuant to Section 10727 et seq. of SGMA.*

4. Definitions in Section II of the 2017 MOU are hereby amended to add, delete, or revise definitions in the 2017 MOU as follows:
  - a. The following definition is added  
*“Yuima Team” refers to the Yuima staff responsible for carrying out the terms of this MOU for Yuima.*
  - b. The definitions of County, County Board, County Team, Pauma Municipal Water District, Mootamai MWD are deleted in their entirety.

- c. The definition of "Pauma Valley Subbasin" is revised to read as follows:

*"Pauma Valley Subbasin" has the same meaning as the Upper San Luis Rey Subbasin, (Basin 9-007.01) which refers to the eastern portion of the San Luis Rey Groundwater Basin (Bulletin 118 Basin Number 9-7), which subbasin commences at the east line of the western boundary of Section 6, Range 2 West, Township 10 South, San Bernardino Meridian, and for which a Plan must be developed and submitted to DWR, per this MOU, on or before January 31, 2022.*

- d. The definition of "Consensus" is revised to read as follows:

*"Consensus" as used in this MOU shall mean a majority vote of all voting Members of the Executive Team on any given decision.*

- e. The definition of "Party" is revised to read as follows:

*"Party" refers to [each of] the Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, and the Yuima Municipal Water District (collectively "Parties").*

5. Section III.2 of the 2017 MOU is amended to read as follows:

*2. Yuima shall act as the primary contact for the SWRCB and DWR and the lead Party under this MOU performing GSA actions and responsibilities on behalf of, and in close consultation with, the Parties via, among other things, the Parties' participation on the Executive Team, for the purposes of development and adoption of the Plan.*

*a. The Parties agree that Yuima shall consult with, and after full consideration of the recommendations of the Executive Team, act under the terms of the MOU to develop and adopt a Plan that complies with SGMA and the Emergency Regulations. Yuima may validate the Plan pursuant to Section 10726.6 of SGMA upon completion, if necessary.*

*b. The Parties agree to abide by applicable monitoring and implementation measures in the Plan to the best of the individual capacities and resources and to the extent required by SGMA, or other applicable law or authority.*

*c. After review and consultation with the Executive Team, the Yuima Team shall submit the Plan to the Yuima Board of Directors for adoption prior to submitting to DWR. Each of the other Parties to this MOU shall have the authority to adopt the Plan as well.*

*d. The Parties agree that while Yuima will act on behalf of the Parties for the purposes outlined in this MOU, to facilitate local implementation of the Plan, alternative GSA governance structure(s) shall be considered by mutual agreement of the Parties and in consultation and collaboration with the Executive Team. Further development of roles and responsibilities of each Party for implementation of the Plan will occur during Plan development with deference to local implementation consistent with local agencies' authorities and responsibilities.*

- i. *An amendment to this MOU will be considered in conjunction with consideration of the Plan adoption (or Plan amendment) , as provided in Section X.1 of this MOU, below.*
- ii. *Any amendment(s) to this MOU will be presented to each Party's Governing Body for approval.*

6. Section III.3, paragraphs a and b, and h, are amended to read as follows:

*a. The Executive Team shall consist of two voting "Members" appointed by each Party, each of whom must be an employee, representative, or board member of the appointing Party. Ex officio Members can be added to the Executive Team per Section III.3.b. All Members of the Executive Team, whether voting or ex officio, must have authority to speak on behalf of their appointing entity. All Members of the Executive Committee should be knowledgeable about SGMA and/or groundwater management in the San Luis Rey Valley Groundwater Basin.*

*b. Additional agencies, entities and/or individuals with specific knowledge about SGMA or groundwater management may be asked, and any public agencies with jurisdiction that overlie the Pauma Valley Subbasin will be asked, to participate in Executive Team meetings in an ex officio and non-voting capacity. The San Luis Rey Indian Water Authority, Pauma Municipal Water District, Valley Center Municipal Water District and Rainbow Municipal Water District will each be asked by Yuima to appoint one ex officio Member (which must be either an employee or board member) to participate in good faith on the Executive Team.*

*h. A representative of the Yuima Team shall coordinate meetings and proceedings of the Executive Team.*

7. Section III.4 is deleted in its entirety.

8. Sections III.5 and III.6 are amended to read as follows:

*5. The Parties agree that each Party will bear its own staff costs to participate in the activities under this MOU and in the development of the Plan. The Parties will provide support to the Executive Team and Yuima Team by contributing staff time, information and facilities (where available) within available resources.*

*6. Each Party agrees that it will endeavor to devote sufficient staff time and other resources to ensure its active participation in the Executive Team for the development of the Plan for those portions of the SLR Basin that are required to have a Plan, as set forth in this MOU.*

9. Section III.7 is deleted in its entirety.

10. Section III.11 is amended to replace the words "County Team" with "Yuima Team" in multiple locations.

11. Section IV.1 is amended to read as follows:

*1. Yuima: Yuima's primary responsibility is to act as the coordinator of the GSA on behalf of the Parties for the purposes of development and adoption of the Plan:*

*a. Yuima shall hire the consultant(s) to complete required components of the Plan.*

*b. The Executive Team will be the primary approval body amongst the Parties for the Plan for those portions of the SLR Basin required to have a Plan. Yuima shall submit the Plan to DWR pursuant to SGMA.*

12. Sections IV.2 and IV.3 are amended to replace the words "County Team" with "Yuima Team" in multiple locations.

13. Section V is amended to replace the words "County Team" with "Yuima Team" in multiple locations. Additionally, Sections V.3 and V.4 are deleted in their entirety.

14. Section VII is amended to read as follows:

*In the event that any lawsuit is brought against any Party based upon or arising out of the terms or obligations imposed by this MOU, or the development of a Plan, by a person or entity who is not a Party to this MOU, the Parties shall cooperate in the defense of the action. Each Party shall bear its own legal costs, if any, associated with such litigation.*

15. Section IX is amended to update the identity of persons entitled to receive notice under the 2017 MOU as follows:

*For the Pauma Valley CSD*

*Bobby Graziano  
General Manager  
Pauma Valley CSD  
33129 Cole Grade Road  
Pauma Valley, CA 92061  
For USLRCD:*

*Upper San Luis Rey Resource  
Conservation District  
P.O. Box 921  
Pauma Valley, CA 92061*

*For Yuima MWD*

*Amy Reeh  
Interim General Manager  
Yuima Municipal Water District  
P.O. Box 177  
Pauma Valley, CA 92061*

*With a copy to:*

*Steven Anderson  
General Counsel, PVCSD  
Best Best & Krieger LLP  
3390 University Ave., 5th Floor Riverside,  
CA 92501*

*With a copy to:*

*Oggie Watson  
Upper San Luis Rey Resource Conservation  
District  
P.O. Box 921  
Pauma Valley, CA 92061*

*With a copy to:*

*Jeremy N. Jungreis  
General Counsel, Yuima MWD  
611 Anton Blvd  
Costa Mesa CA 92626*

16. To the extent of inconsistency between the terms of this Amendment I and the 2017 MOU, the terms of this Amendment I shall control. All terms of the 2017 MOU not expressly amended herein remain unchanged and binding on all Parties to this Amendment I. A redline of the revisions to the 2017 MOU made by this Amendment I are provided in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment I to the 2017 MOU Regarding Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater

Basin, such Amendment to be effective June 1, 2020 or the date this Amendment I has been executed by all Parties hereto, whichever date is soonest.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_

Date \_\_\_\_\_

Sam Logan  
President, Board of Directors

**UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT**

By:  \_\_\_\_\_

Date 6-9-2020

Andrew Lyall  
President, Board of Directors

**YUIMA MUNICIPAL WATER DISTRICT**

By:  \_\_\_\_\_

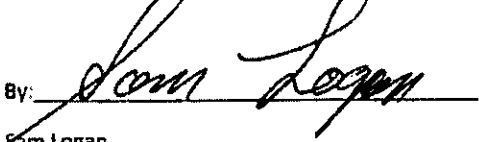
Date 6-25-2020

Roland Simpson  
President, Board of Directors



Basin, such Amendment to be effective June 1, 2020 or the date this Amendment 1 has been executed by all Parties hereto, whichever date is soonest.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

By: 

Date 6-5-2020

Sam Logan  
President, Board of Directors

**UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT**

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

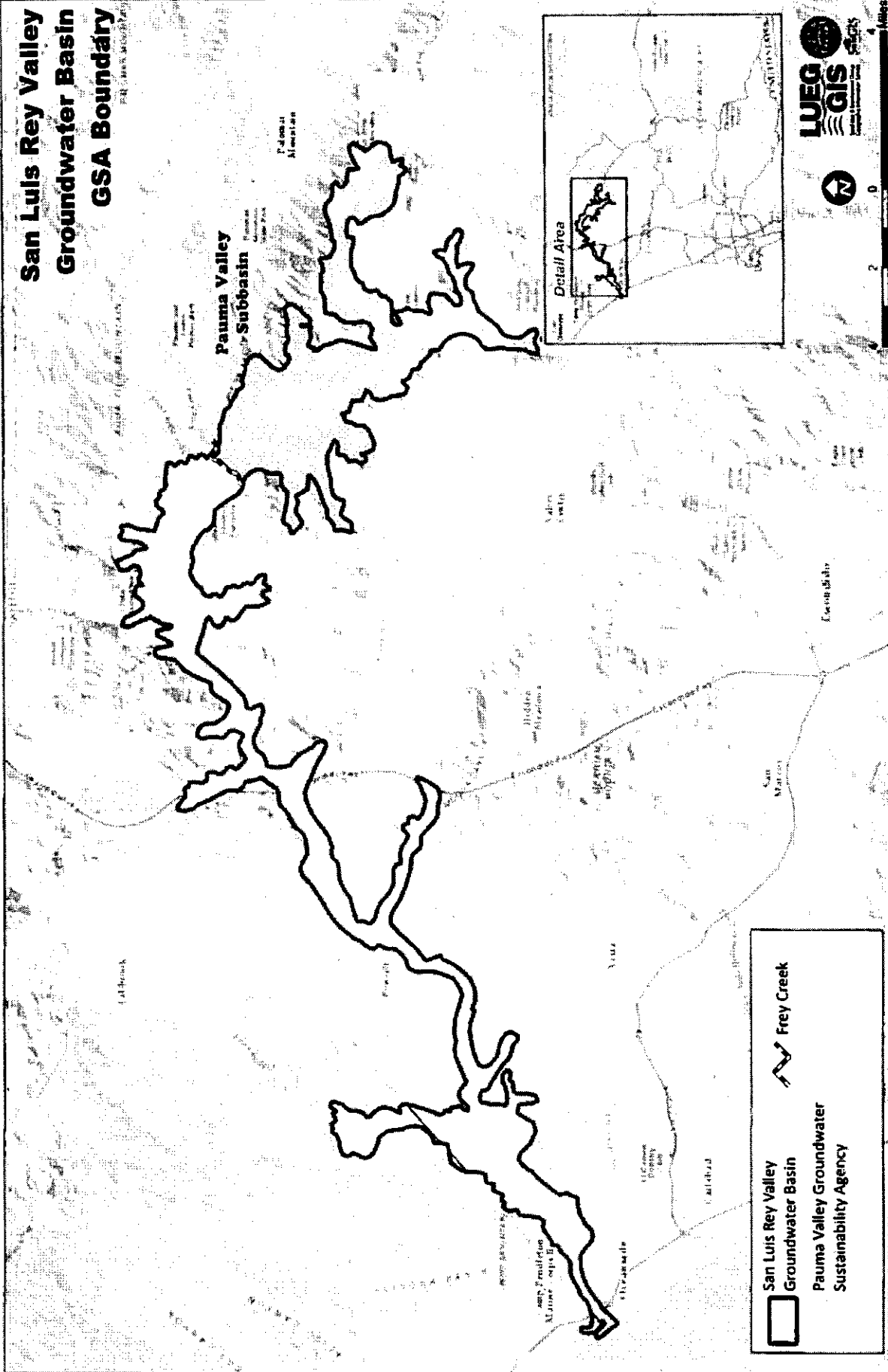
Andrew Lyall  
President, Board of Directors

**YUIMA MUNICIPAL WATER DISTRICT**

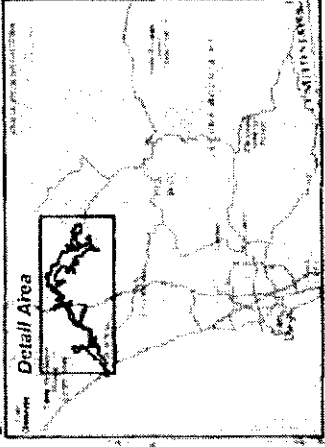
By: \_\_\_\_\_ Date \_\_\_\_\_

Roland Simpson  
President, Board of Directors

# San Luis Rey Valley Groundwater Basin GSA Boundary

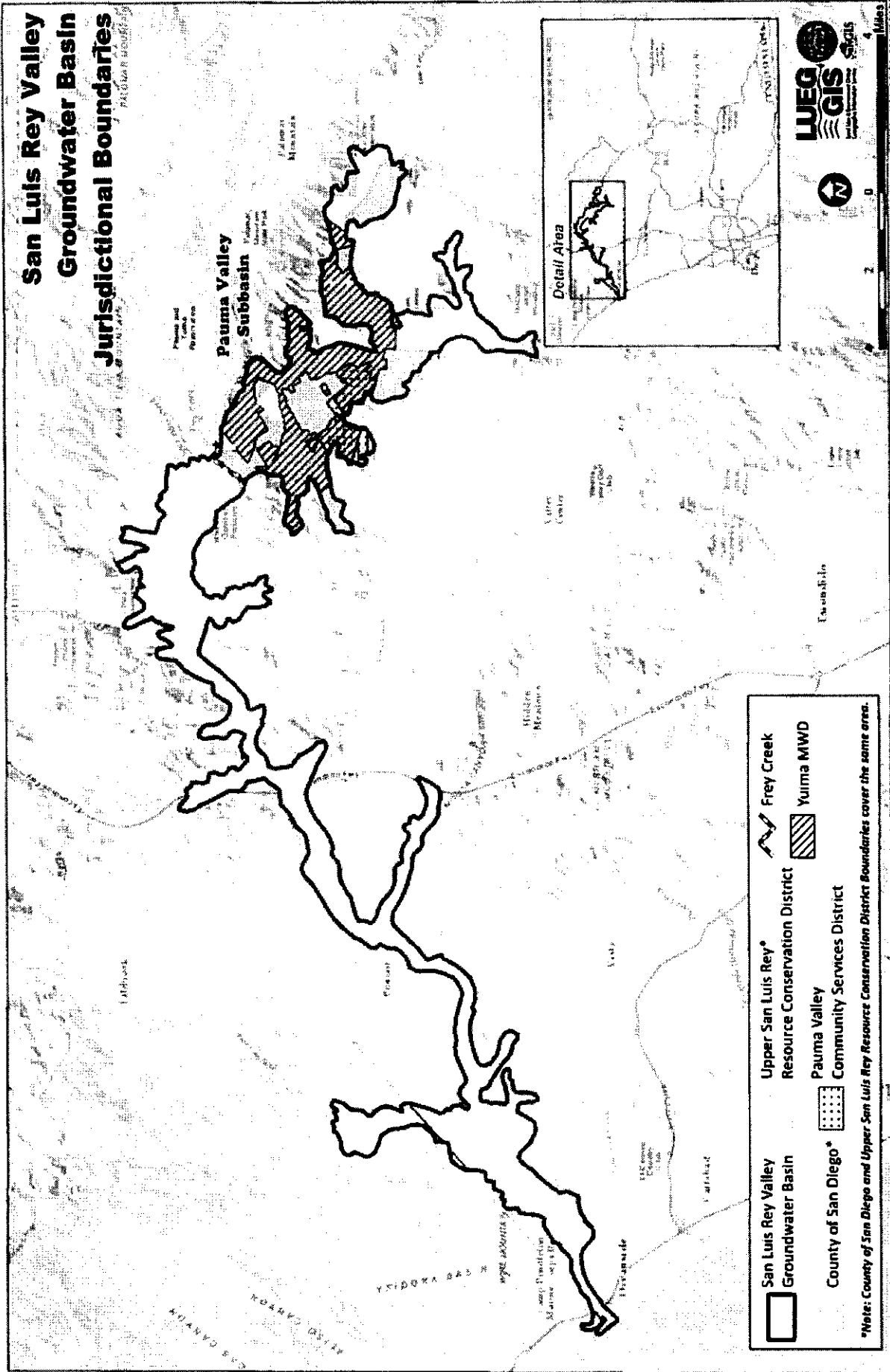


- San Luis Rey Valley Groundwater Basin
- Pauma Valley Groundwater Sustainability Agency
- Frey Creek



Note: The Federal government and any federally recognized Indian tribe are exempt from the requirements of SDMA and therefore, not included in the County of San Diego GSA Boundary.

# San Luis Rey Valley Groundwater Basin Jurisdictional Boundaries



	San Luis Rey Valley Groundwater Basin		Frey Creek
	Upper San Luis Rey Resource Conservation District		Yuma MWD
	Pauma Valley Community Services District		
	County of San Diego		

\*Note: County of San Diego and Upper San Luis Rey Resource Conservation District Boundaries cover the same area.

Note: The Federal government and any federally recognized Indian tribe are exempt from the requirements of SGMA and therefore, not included in the County of San Diego GSA Boundary.

# **ATTACHMENT 20**

**AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING  
FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN  
FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN**

This Amendment 2 to the MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN (heretofore referenced as the "2017 MOU") is made and entered into effective June 1, 2021 ("Effective Date") by and between Yuima Municipal Water District, a municipal water district organized under and existing pursuant to Sections 71000 et seq. of the California Water Code ("Yuima MWD" or "Yuima"), Pauma Valley Community Services District, a community services district formed under the Community Services District Law, Government Code Sections 61000-61850, ("Pauma Valley CSD"), and the Upper San Luis Rey Resource Conservation District ("USLRCD") a resource conservation district formed under the Resource Conservation District Act, Public Resources Code Sections 9001 et seq. Each entity may be referred to herein individually as a "Party," or collectively as the "Parties."

- A. 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 executed 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 the Sustainable Groundwater Management Act ("SGMA"); and
- B. WHEREAS, the 2017 MOU was submitted to the California Department of Water Resources ("DWR") and subsequently accepted by DWR as creating a Groundwater Sustainability Agency ("GSA") for portions of the San Luis Rey Valley Groundwater Basin ("SLR Basin"), which GSA, hereinafter referenced as the Pauma Valley GSA ("PVGSA"), would be managed by the Parties to this Amendment 2 according to the 2017 MOU per its terms, including the cooperative preparation of a GSP for portions of the SLR Basin; and
- C. WHEREAS, on June 1, 2020 the remaining Parties to the 2017 MOU executed an amendment to the 2017 MOU entitled Amendment One to Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin ("Amendment One to 2017 MOU"); and
- D. WHEREAS, Amendment One to the 2017 MOU was submitted and uploaded to the California Department of Water Resources ("DWR") SGMA Portal on or about July 17, 2020; and
- E. Whereas AB 1944 (codified as Water Code § 10722.5) in September 2018 legislatively divided the SLR Basin into two separate sub-basins, the Upper and Lower Groundwater Sub-Basins of the SLR Basin, which two sub-basins, together, constitute the SLR Basin, and thereafter SB 779 in September 2019 legislatively directed that the boundary between the Upper and Lower Subbasins of the SLR Basin be set by DWR at the east line of the western boundary of Section 6, Range 2 West, Township 10 South of the San Bernardino Meridian; and
- F. WHEREAS, at the time the Parties entered into the 2017 MOU, the entire SLR Basin was designated as a medium priority Basin subject to the development of a GSP per SGMA; and

- G. WHEREAS, on May 1, 2020 DWR determined that the Lower Subbasin of the SLR Basin is a very low priority basin, that does not require management by a GSA or development of a GSP; and
- H. WHEREAS, the 2017 MOU and Amendment One to the 2017 MOU contain Exhibits that, after AB 1944, SB 779, and DWR's designation of the Lower Basin as Very Low Priority, require minor update to accurately reflect the substantially reduced area of the SLR Basin requiring management by a GSA per SGMA while also updating Figure 1 to the 2017 MOU to accurately reflect the legislatively created boundary referenced in Water Code § 10722.5(a) between the Upper and Lower Sub-Basins of the SLR Basin; and
- I. WHEREAS, the 2017 MOU provides that it may be amended by written instrument duly signed and executed by all Parties to the 2017 MOU, and all remaining Parties to the MOU, specifically Yuima, Pauma Valley CSD, and the USLRRC, have all agreed via this Amendment 2 to amend the 2017 MOU in order to facilitate the timely development of a GSP in the Upper San Luis Rey Valley Groundwater Subbasin. ("Upper Sub-Basin") or the SLR Basin.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and in order to facilitate the expedient development of a GSP for the Upper Sub-Basin, the Parties do hereby agree to amend the 2017 MOU as follows:

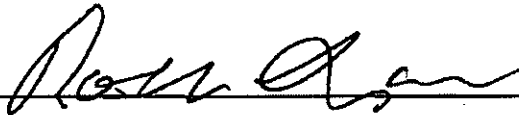
1. Section II (17) of the 2017 MOU is hereby amended to read:

"Pauma Valley Subbasin" means the Upper San Luis Rey Valley Groundwater Subbasin (DWR Basin No. 9-007.01), as established by Water Code §10722.5(a).


2. Figure 1 of the 2017 MOU, consisting of two separate maps, is hereby replaced with the updated Figure 1 attached hereto, which depicts the portions of the SLR Basin that are, as of June 2021, required to be managed by a Plan per SGMA.

SIGNATURES ON FOLLOWING PAGE

**YUIMA MUNICIPAL WATER DISTRICT**

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

Roland Simpson  
President, Board of Directors

Approved as to Form  
  
General Counsel

By: Sam Logan 7/23/21 Date

Sam Logan  
President, Board of Directors

Approved as to Form

\_\_\_\_\_  
General Counsel

UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT

By: Andy Lyall Date

Andy Lyall  
President, Board of Directors

Approved as to Form


\_\_\_\_\_  
General Counsel



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

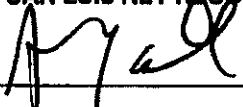
Sam Logan  
President, Board of Directors

Approved as to Form

  
\_\_\_\_\_

General Counsel

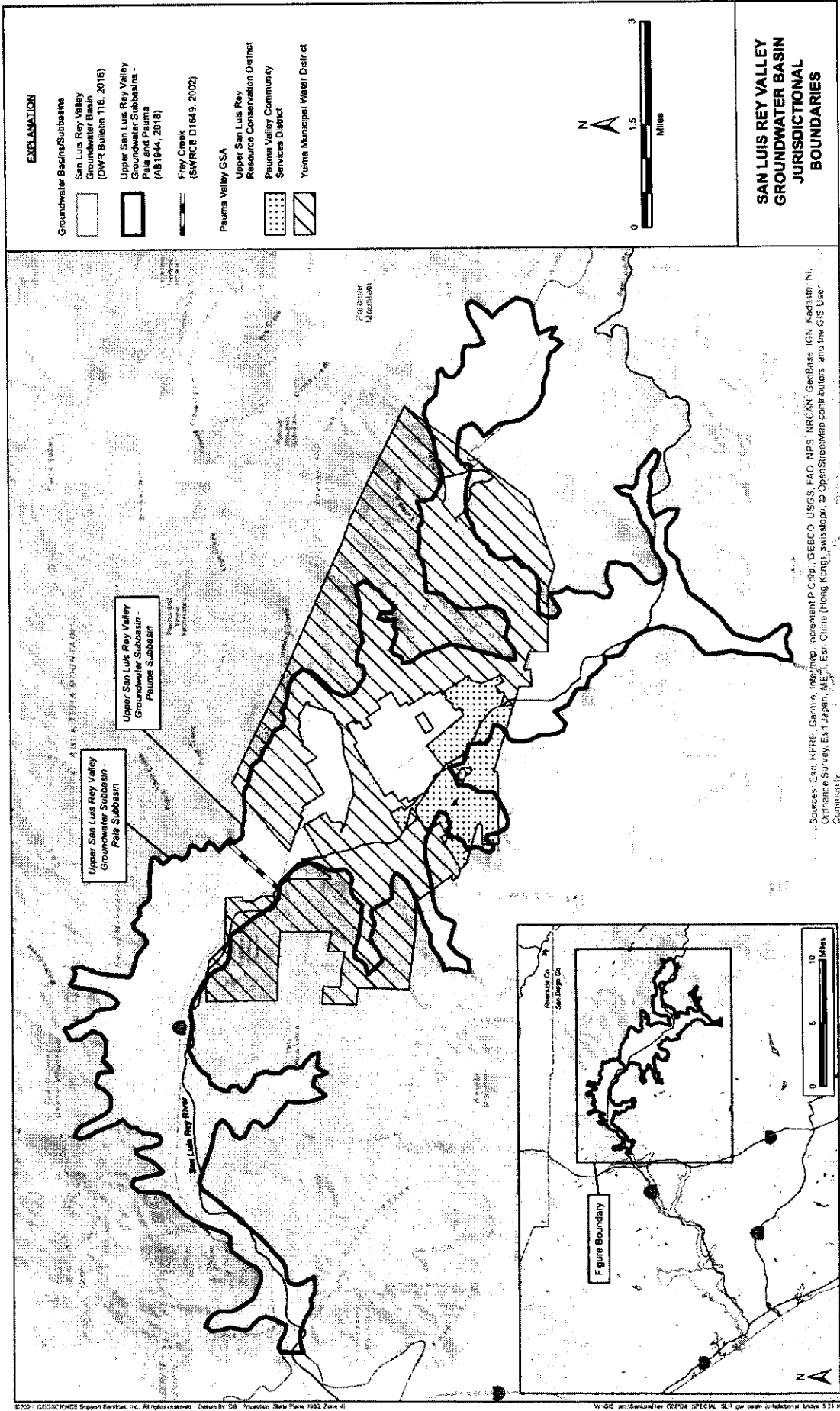
**UPPER SAN LUIS REY RESOURCE CONSERVATION DISTRICT**

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

Andy Lyall  
President, Board of Directors

Approved as to Form

\_\_\_\_\_  
General Counsel



**EXPLANATION**

- Groundwater Basin/Subbasine
- San Luis Rey Valley Groundwater Basin (DWR Bulletin 118, 2016)
- Upper San Luis Rey Valley Groundwater Subbasine - Pala and Pauma (AB1944, 2018)
- Frey Creek (SWRCB D1649, 2002)
- Pauma Valley GSA
- Upper San Luis Rey Resource Conservation District
- Pauma Valley Community Services District
- Yuima Municipal Water District

**SAN LUIS REY VALLEY GROUNDWATER BASIN JURISDICTIONAL BOUNDARIES**

Sources: Esri; HERE; Garmin; mapbox; mapbox; DEBCO; USGS; F40; NPS; NRCA/N; GeoBase; IGN; MapInfo; NI; Ordnance Survey; Esri; Japan; ME; Ear; China; (Hong Kong); swisslapi; OpenStreetMap contributors; and the GIS User Community

# **ATTACHMENT 21**

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**Steve M. Anderson**  
(951) 826-8279  
steve.anderson@bbklaw.com  
File No. 30907.00002

December 20, 2021

**VIA FIRST CLASS MAIL AND EMAIL**

E. Joaquin Esquivel, Chair  
Honorable Board Members  
State Water Resources Control Board  
P.O. Box 100  
Sacramento, CA 95812-0100

Karla Nemeth  
Director  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94235-0001

Re: Sustainable Groundwater Management Act (“SGMA”) Implementation,  
Upper San Luis Rey Valley Groundwater Subbasin

Dear Chair Esquivel, Honorable Board Members, and Director Nemeth:

The Pauma Valley Community Services District (CSD) would like to take this opportunity to respond to several of the comments in the November 19, 2021 letter submitted to you by the Nossaman firm on behalf of the San Luis Rey Indian Water Authority (IWA). These comments supplement, and are in addition to, comments that may be submitted by the Yuima Municipal Water District (“Yuima”), the San Luis Rey Valley Resource Conservation District (“SLRRCD”), and the Pauma Valley Groundwater Sustainability Agency (“PVGSA”).

The Nossaman letter asserts that the “SLRIWA expressed the view of Tribal interests that the scope of work of the [hydrogeological] consultant developing the GSP must include water rights issues, in light of SGMA’s express recognition that ‘federally reserved water rights to groundwater [must] be respected in full’” and that “[o]ther parties to the MOU objected and insisted that there should be no mention of water rights in the consultant’s scope of work.” (SLRIWA Letter, p. 2.)

The CSD’s objection to tasking a hydrogeological consultant with undertaking a review of water rights for the Pauma and Pala Valleys as part of its work was based upon a number of factors:

- SGMA’s description of the required contents of a GSP nowhere includes a requirement to evaluate water rights. Water Code, sections 10727, 10727.2; SGMA GSP Regulations, Art. V. To the contrary, SGMA is clear in its mandate that



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ATTORNEYS AT LAW

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Honorable Board Members  
Karla Nemeth, Director  
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nothing in SGMA determines or alters water rights (Water Code, sections 10720.5(b), 10726.8(b)).

- While a GSA does have discretionary authority to investigate groundwater rights under the SGMA powers accorded a GSA (Water Code, section 10725.4(b)) and to establish groundwater allocations (Water Code, section 10726.4(a)(3)), such powers appear to arise only after a GSP has been submitted to DWR. Water Code, section 10725 (a GSA “may exercise any of the powers described in this chapter, if the groundwater sustainability agency adopts and submits to the department a groundwater sustainability plan”). The CSD is aware that GSAs in several critically overdrafted basins were able to successfully negotiate water allocations as part of their GSPs. However, those negotiated allocations were voluntary, supported by most or all pumpers, and have not—to our understanding—involved assertions of federally reserved water rights.
- In 2019, the CSD anticipated that any attempt to address non-adjudicated water rights issues in a GSP (without consent of all pumpers) would be a costly and legally perilous undertaking. And, indeed, that concern has proven out in other basins. The CSD understands that attempts by GSA’s in other areas of the state, such as the Indian Wells Valley (where federal reserved rights are at issue), western Ventura County, and Madera County to evaluate water rights and establish water allocations administratively—using teams of professionals, attorneys and policy makers to conduct myriad analyses—took years to accomplish and were immediately subject to legal challenge, including the filing of lawsuits raising takings and other claims by private landowners.
- As the CSD shared with the other GSP planning participants in 2019, even if a water rights investigation and analysis were a required part of a GSP—which it is not—a hydrogeologic consultant is not qualified to conduct such an investigation. Water rights issues are, of course, very complex, even as between a small number of parties. They often involve complicated legal, policy and historical issues. As evidenced by: (1) the years of work of the Fox Canyon Groundwater Management Agency to try to establish allocations in Ventura County, which were challenged in court and precipitated several adjudications; and (2) the State Water Resources Control Board’s multi-year work in the Pauma and Pala Valleys in the 1990’s and early 2000’s regarding the more discrete question of whether local underground water constituted underflow within the jurisdiction of the Board or percolating groundwater (D-1645), water rights-related questions can take years or decades to fully analyze, including in the Pauma area.



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- One idea also shared by SLRIWA or others in the GSP planning process in 2019 was that the hydrogeological consultant could contact each pumper in the Valley to inquire about what their legal basis of water right is and how much water each believed they hold. To the CSD, the notion that each pumper in the Valley large or small (represented by legal counsel or not) would be approached by a public agency (i.e., GSA) hired consultant without water rights expertise, asked about what its water rights might be (educated on the matter or not), with the idea that such pumpers might believe they were compelled to answer a public agency inquiry, and potentially feel as though any answer they might give to a consultant preparing a GSP to be adopted by a GSA might compromise or waive claims regarding their water rights in the future, was an alarming idea, on legal, political and other fronts. The CSD believed such questioning would, at a minimum, garner bad will among private pumpers and potentially frustrate the ability of the GSA to implement the GSP and reach sustainability going forward.
- The idea that a hydrogeological consultant hired to conduct scientific, technical work could or should undertake a water rights analysis (for, as we recall from the proposed scope of work, an \$18,000 total charge) seemed inappropriate and unwise to the CSD. And, the suggestion that a GSA would then formally include or adopt the outcome of this “water rights” analysis as part of the final GSP appeared directly contrary to SGMA’s direction. It also appeared to constitute an invitation for the final GSP to be challenged by any pumper or other interested party who might disagree with such analysis. Other GSA members agreed with that position.
- Due to the complexity of water rights issues in the Pauma Valley, the CSD offered as an alternative approach in 2019 to help to convene a working group to address water rights issues in a more comprehensive and meaningful fashion. The CSD suggested that such a group should include, in addition to some or all of the public agency GSA members and the SLRIWA, representatives of those who currently produce most of the water from the Subbasin, namely, agricultural pumpers, who may be the primary holders of state law water rights in the Valley. The SLRIWA rejected this offer.
- The CSD recognizes SGMA’s prescription to fully respect tribal federally reserved water rights in the management of a groundwater basin. (Water Code, section 10720.3(d).) The CSD further acknowledges that, absent express agreement from tribal authorities, the GSA has no legal or other authority over groundwater production on sovereign lands, that the Bands can, do, and will produce the groundwater they need to meet reservation purposes without GSA interference, and that the groundwater rights of the member Bands of the SLRIWA have not been



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quantified. As a result of these circumstances, the draft GSP expressly references tribal federally reserved water rights.

- The Draft GSP also acknowledges that while total groundwater production in the Subbasin is currently nearly in balance, that circumstance could change over time, particularly if the Bands increase their production. To that end, the GSP recognizes the need to accommodate current and future pumping by the Bands to meet the primary needs of their reservation lands. While the Draft GSP must make assumptions about estimated current and future tribal pumping levels in order to meet the terms of SGMA and the GSP regulations (e.g., GSP Regulations, section 354.18(c) (regarding projected water budgets)), the CSD recognizes that the Bands have no duty to provide their existing pumping levels or future projections to the GSA, thus leaving a data gap in the planning effort. Accordingly, the draft GSP does the best it can with the information available, and the PVGSA will continue to seek data from the Bands and the SLRIWA to the extent they are willing to share such data.
- The CSD's view of the required contents of a GSP when unquantified federally reserved water rights are at issue was also influenced by DWR's review of a similar issue in the Coachella Valley. There, two water agencies submitted a pre-existing water management plan as a SGMA alternative in 2017. During the public comment process, the Agua Caliente Band of Mission Indians posted a comment letter on the SGMA Portal raising issues asserting that the Alternative purportedly lacked a sufficient analysis of federal reserved water rights. In response, DWR issued its Alternative Assessment Staff Report for the Coachella Valley-Indio Subbasin, which approved the Alternative and determined:

*"In addition to the reasons stated above, Department staff acknowledge that there are important issues with how groundwater is managed in the Indio Subbasin that still need to be resolved. With regard to the issue of federally-reserved groundwater rights, Department staff recognize that ongoing management of the Subbasin will need to account for the groundwater usage based on those rights. Department staff found the information regarding current and future groundwater use to be sufficient and credible. To the extent groundwater use in the Indio Subbasin changes significantly due to reliance on federally-reserved groundwater rights, or the Agencies' ability to manage the Subbasin is significantly affected by the outcome of current litigation, then the Department will likely have to reassess the Alternative's ability to satisfy the objectives of SGMA. At this time, however, it is not known with any reasonable degree of certainty when the litigation will be ultimately resolved, what the outcome of the litigation will be, or how that outcome will affect groundwater management throughout the Coachella Valley. As such,*



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*Department staff find the Alternative's current approach to managing the Subbasin, including its understanding of current and future groundwater usage, to be reasonable and likely to achieve sustainable groundwater management, while also acknowledging that the current approach may need to change in order to respect federally-reserved groundwater rights in full."*

[https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Alternatives/Files/ExistingPlans/Indio/03\\_Indio\\_Staff\\_Report.pdf](https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Alternatives/Files/ExistingPlans/Indio/03_Indio_Staff_Report.pdf)

As a result of this DWR analysis of the Indio Subbasin Alternative Plan, the CSD's view was that in order for the GSP to pass muster with DWR, focus should be placed first on ensuring Subbasin sustainability and using available information, rather than speculating on future outcomes regarding water rights.

For the above reasons, the CSD and other members of the GSA in good faith took the positions they did regarding the proper scope of work for the hydrogeological consultant—in full compliance with DWR regulations for GSP preparation. In our view, water rights analyses and a determination of the scope of asserted federal reserved water rights are beyond the scope of what is required or appropriate for a GSP.

The CSD, as a member of the PVGSA, continues to welcome the participation of the SLRIWA in GSP adoption and implementation efforts. The CSD also understands the legal positions of the SLRIWA as expressed in its letter. The SLRIWA and its member Bands undoubtedly have a legitimate interest regarding local groundwater and the Subbasin and its future sustainable use, and that is why CSD, and its fellow members in the PVGSA continue to hope that the SLRIWA will resume participation in the GSA.

The CSD continues to be hopeful that a solution to the issues at play can be achieved to the satisfaction of the local agencies, the SLRIWA and its tribal members.

Sincerely,

Steve M. Anderson  
of BEST BEST & KRIEGER LLP

SMA:smb

cc: See attached Service List



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