

14. ADJOURNMENT

ATTEST TO POSTING:



Hayden Hamilton
Secretary of the Board

12-20-18 @ 11:00 a.m.
Date and Time of Posting
Outside Display Cases

**MINUTES OF THE ENGINEERING AND OPERATIONS COMMITTEE MEETING
OF THE RAINBOW MUNICIPAL WATER DISTRICT
DECEMBER 5, 2018**

1. **CALL TO ORDER** – The Engineering and Operations Committee Meeting of the Rainbow Municipal Water District on December 5, 2018 was called to order by Chairperson Prince at 3:00 p.m. in the Board Room of the District, 3707 Old Highway 395, Fallbrook, CA 92028. Chairperson Prince, presiding.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:**

Present: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

Also Present: General Manager Kennedy, District Engineer Strapac, Associate Engineer Powers, Operations Manager Gutierrez, Project Manager Johnson, Right of Way/Facilities Coordinator Brown, Engineering Technician Rubio, Mechanic Del Rio.

Excused: Member Brazier, Member Ratican, Member Robertson, Alternate Kirby.

Members of the public present: Mr. and Mrs. Walz, Mr. Molnar, Mr. Lo.

4. **SEATING OF ALTERNATES**

Mr. Nelson was invited to take a voting seat.

5. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**

Mr. Strapac requested Item 16 be omitted. He also requested modifying Items 12 and 13 to project updates and not proposal discussions.

6. **PUBLIC COMMENT RELATING TO ITEMS ON THE AGENDA**

There were no comments.

Mr. Strapac introduced Mrs. Johnson the new Project Manager in the Engineering Department. He said she has a great deal of construction experience dealing with the delivery of public schools as well as other public facilities on the contractor side.

COMMITTEE ACTION ITEMS

7. **APPROVAL OF MINUTES**

A. October 3, 2018

B. November 7, 2018

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Motion: Approve October minutes as written and November minutes with corrections.

Action: Approve, Moved by Member Prince, Seconded by Member Marnett.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

Abstain: Member Stitle on the October 3, 2018 minutes only.

8. DISCUSSION AND POSSIBLE EASEMENT VACATION OF A DISTRICT EASEMENT

Ms. Brown said as part of the pressure reducing station upgrade at the Saratoga Estates a survey was conducted to confirm the easement location. She said the survey discovered two easements side by side on the property, in addition to encroachment issues in the easement where the pressure reducing station was located. She mentioned the property owners Mr. and Mrs. Walz were present. She pointed out the location of the easements were going right in the middle of the Walz's property, although one easement appeared unoccupied. She said staff was working with the Walz's to remove the encroachments, this would enable staff to maintain the pressure reducing station and then bring it above grade with a new station. Ms. Brown stated the Walz's were requesting vacation of the unoccupied easement.

Ms. Brown solicited discussion on recommendation to either grant or not grant vacation of the unoccupied easement. She mentioned possible costs with vacating the easement and requesting payment from the property owner.

Mr. Kennedy said the value of an easement not having any public use is essentially nothing. He said should the committee approve to go forward, his recommendation to the Board would be to pay county filing costs associated with vacating/quitclaiming the easement and administrative cost in preparing the documents.

Mr. Prince asked why the facilities were being moved above ground. Mr. Stapac stated due to ease of maintenance and safety. Discussion ensued.

Mr. Walz was invited to present information. He directed attention to his handout in particular, "Exhibit B" – to discuss the proposed location of the dumpster on the northside of the existing easement. He also pointed out "Exhibit D" – the existing Pressure Relief Station encroaching on his property. He suggested to have a document identifying the District's encroachment on their property. Mr. Kennedy stated as part of this process the District's intention was to remove the entire structure and place it on the District's easement. Mr. Walz said he was ready to proceed as soon as the District provided written notice to proceed. Mr. Kennedy explained that the Committee could only make recommendations to the Board and only the Board had the legal authority to accept or quitclaim an easement. He stated the next Board Meeting was scheduled on January 8, 2019.

Motion: Recommend to the Board approval of the abandonment of the easement.

Action: Approve, Moved by Member Prince, Seconded by Member Stitle.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

9. DISCUSSION OF POSSIBLE SEWER PROJECT TO CONNECT VIA MONTELLANO

Mr. Strapac said Mr. Molnar and Mr. Lo (property owners) are requesting installation of a proposed private sewer lift station on a property in the southern portion of the District not currently served by sewer.

Mr. Powers provided a map showing the approximate location of the property owners' private lift station. He explained there were five commercial properties that the owners would like to connect to the District's sewer system. He pointed out between the commercial property and the District's sewer system there was the crossing of the San Luis River or a long distance going either north or south on Highway 76. He said the owners proposed starting from the area of the proposed lift station going south through agricultural parcels and pumping the wastewater into the District's gravity main.

Mr. Powers said typically in these situations this would be considered a developer project. He explained where the owners would pay for the design and go through the District's and other agencies approval process.

Mr. Molnar stated there were six general commercial parcels that were unable to connect to the District's sewer system. He pointed out he had a recorded easement to place the private lift station and sewer line to connect to the District's line. He mentioned the commercial businesses would be a benefit to the community. He said he was seeking the District's support regarding the private lift station, prior to going any further. Discussion ensued.

Mr. Kennedy stated the District would have to conduct state law research regarding whether multiple parcels could be served from a private lift station. He listed the following items to be researched:

- Responsible party for operations and maintenance.
- Compliance with state law.
- Pumping through other properties through easements - verify recording of easements and permitted uses.
- Capacity available in the District's system.
- Development fees paid to the District.
- Responsible party for billing of the wastewater.

Mr. Kennedy stated the District was neutral on development and as far as support for this project. He explained the District does not support or oppose projects, although the District reviews plans and ensures standards are met. Discussion ensued.

Discussion went to Item 11.

10. ~~SURPLUS LAND EVALUATION~~ Title Change to: UNDERUTILIZED LAND

Mr. Strapac stated this item was informational only. Ms. Brown said the Board requested that staff review the District's underutilized land. She stated Clark Land Resources was contracted to conduct preliminary analysis for the following three District parcels:

1. The old Bonsall Reservoir - 6.19 acres, Dabbs lease, suited for estate residential.
2. Land next to Beck Reservoir - 4.68 acres, vacant, suited for estate residential.
3. Morro Tank site - 5.17 acres, water reservoir tank near eastern boundary, tennis court encroachment on southern portion of site.

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Ms. Brown pointed out there were several appraisal methods when considering the sale of the properties, such as, Full Narrative, Market Value, Standard Bank and Comparative Analysis. Mr. Kennedy recommended not spending considerable amount of funds appraising properties with low value. He said this data was provided solely for information and no Board recommendation was required at this time. Discussion ensued.

Discussion went to Item 17.

11. OPERATIONS DEPARTMENT OVERVIEW

Mr. Gutierrez said this was the first of a series of presentations regarding the District's Operations. He stated the Fleet Services Department would be the first in the series. He mentioned a short writeup would also be included in the monthly newsletter for each Department. He said Operations has five different departments (Fleet Services, Maintenance & Construction, Operations, Meter Services, and Waste Water). He discussed all the services conducted by the Fleet Mechanic as follows:

Fleet Services:

Conduct annual smog testing.

12 vehicle diesel vehicle inspections (California Heavy-Duty Diesel Inspection Program HDVIP).

Periodic Smoke Inspection Program (PSIP).

Purchasing and specifying new vehicles.

Assist with offsite generators.

Disposes of waste oil, tires, batteries per State of California Department of recycling & recovery.

Fleet Services-Vehicles:

36 Light to medium duty.

4 Heavy duty includes the dump & vactor.

4 Equipment trailers.

5 Off road vehicles 1 skid steer, 2 backhoes, 1 excavator.

15 Trailers utility & enclosed.

220 KW towable generator.

Fleet Services-Trailers:

1 District stationary generator.

2 light towers, 1 towable compressor, 1 towable welder, 1 towable 6" trash pump.

2 trailer mounted portable restroom.

2 arrowboards.

1 6,000 lb. forklift.

2 trailer mounted pump stations.

Fleet Services – Small Equipment:

8 1"-3" trash pumps.

4 gas powered compactors.

12 weed trimmers. (State CalFire Contract – fire prevention workers)

4 chain saws.

12 saw cutters.

8 portable generators 1,000-5,000 watt.

Fleet Services:

\$633,455.00 annual budget.

Fleet mechanic is A.S.E certified in brakes, suspension, steering.

G1 maintenance & light repair.

Certificate of training on comprehensive air brake systems operation, maintenance & components.

Certificate of training California Council on Diesel Education and Technology (CCDET) heavy duty diesel engine emissions control for testing procedures per section 2180 ET title 13 California Code of Regulations.

Mr. Gutierrez stated all the above work was completed by one mechanic that has been with the District for over 15 years. He introduced Mr. Del Rio the District's mechanic and commended his efforts.

Mr. Prince inquired how long the District held an average vehicle. Mr. Gutierrez responded per District policy the factors considered were mileage, age, money invested. He continued once those items were evaluated, including the cost to replace the vehicle and anticipated return when auctioned the information was provided to Mr. Kennedy. Mr. Kennedy said the wear and tear was different depending on the types of vehicles. He stated in general vehicles were evaluated at 7 years or 70 thousand miles. Discussion ensued.

12. DISCUSSION REGARDING RECORD OF SURVEY PROPOSALS

Mr. Strapac said the Board approved the award of the Land Surveying Services – Record of Survey contract to KDM Meridian at the December 4th, 2018 meeting. He pointed out the Professional Service Agreement was already sent to the consultant and anticipates work to start next week. He explained the record of survey was for the District's headquarters of 33 acres with approximately 7 acres unusable. Discussion ensued.

13. DISCUSSION REGARDING PIPE RELOCATION PROPOSALS

Mrs. Johnson said notices were sent out to 64 residents notifying them that Omnis' subconsultant KDM Meridian would be conducting property surveys for a period of approximately two weeks. She explained the consultant would be identifying rights-of-way, easements, and property lines. She pointed out that within the pipeline relocation there were four main projects.

14. DISCUSSION REGARDING CORROSION PROTECTION PROPOSALS

Mr. Strapac presented the Corrosion Prevention Program consultant selection synopsis. He summarized following information:

- Four proposals were received – Coffman, Corpro, HDR, and National Corrosion.
- RFP sent out on September 10, 2018 and proposals were due by October 9, 2018.
- District staff members evaluated proposals independently.
- Final scoring identified HDR as the highest ranked consultant.

Discussion went to the evaluation and negotiation process.

Mr. Nelson stated there was great value in having the firm assist the District in devising a corrosion protection program that already reviewed the condition of the pipes and identified the pipes that were conducive to corrosion. He said the firm has the advantage of having been selected for a previous contract in open competition. He stated the District needed continuity and selecting HDR would be the right choice, therefore he supported staff's recommendation.

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Mr. Prince inquired as to staff's recommendation. Mr. Strapac said staff's recommendation was to recommend to the Board to approve the contract award to HDR. Discussion ensued.

Motion: Recommend staff's recommendation to the Board.

Action: Approve, Moved by Alternate Nelson, Member Prince seconded.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

15. DISCUSSION REGARDING DESIGN OF PUMP STATION 1

Mr. Strapac presented the Rainbow Heights Pump Station Change Order No. 6, for a pre-manufactured pump station. He pointed out premanufactured pump stations were manufactured in closed facilities, pre-fit parts no field fitting, coated and protected from corrosion internally.

Mr. Strapac said staff evaluated the options for a "pre-manufactured" verses "build on-site" pump station. He discussed the following findings:

1. Pre-manufactured were less expensive to build and install.
2. Constructed under "factory" conditions, not field conditions:
 - Higher quality welds, etc.
 - Much less contamination.
 - Theoretically less required maintenance.
3. "Tighter" working conditions for maintenance as compared to "build on site" option.
4. The upsides to the pre-manufactured facilities outweighed the downsides.
5. Staff requested costs from designer to change to pre-manufactured.
6. Increased design costs due to "late change".

Mr. Strapac discussed the projects five change orders history with a current contractual total of \$252,966. He pointed out there was an unused amount of \$68K left on Change Order No. 5, which could be applied to Change Order No. 6. He noted the contractual total would be revised to \$288,918 with this credit. He said the difference in construction costs would be approximately \$250K. Discussion ensued.

Mr. Kennedy would like to know if the committee would agree with staff's recommendation for the design change order and forward the recommendation for Board approval. Discussion ensued.

Motion: Recommend staff's recommendation to move forward with the change order to the Board.

Action: Approve, Moved by Alternate Nelson, Seconded by Member Stitle.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

Discussion went to Item 10.

16. DISCUSSION REGARDING DESIGN OF WEESE WTP PERMANENT EMERGENCY INTERCONNECT AND PUMP STATION

This agenda item was omitted.

17. DISCUSSION AND POSSIBLE ACTION TO APPOINT 2019 COMMITTEE OFFICERS

Ms. Washburn entered the meeting at 5:10 p.m.

Mr. Kennedy stated the committee was to appoint 2019 Committee Officers. He asked Ms. Washburn whether the committee was to vote or discuss appointment of officers. Ms. Washburn stated the committee had to appoint new Committee Officers now to take place in January 2019.

Mr. Kennedy recommended making Mr. Robertson an alternate and Mr. Nelson a member.

Ms. Washburn stated that Ms. Brazier informed her prior to the meeting that she would not be attending.

Ms. Washburn said that Mr. Kirby mentioned on several occasions, since he was unable to attend the meetings; he was willing to remove himself if someone wanted to take his place. Discussion ensued.

Motion: Recommend adding Mr. Nelson as a full member.

Action: Approve, Moved by Member Prince, Seconded by Member Stitle.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

Mr. Kennedy suggested alternating the current committee officers. Discussion ensued.

Motion: Recommend Mr. Nelson become the Chair and Mr. Prince become the Vice Chair effective the first meeting in January 2019.

Action: Approve, Moved by Member Stitle, Seconded by Member Marnett.

Vote: Motion carried by unanimous vote (summary: Ayes = 5).

Ayes: Member Prince, Member Stitle, Member Taufer, Member Marnett, Alternate Nelson.

18. LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT SCHEDULED ENGINEERING AND OPERATIONS COMMITTEE MEETING

- Weese Treatment Plant
- Operations Department Review
- Record of Survey Status

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- Pipe Relocation Status
- ABM Update

19. ADJOURNMENT to

The meeting adjourned at 5:18 p.m. to January 2, 2019.

Timothy Prince, Committee Chairperson

Dawn M. Washburn, Board Secretary

**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) “USLRRCD” 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.

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 ___th day of January, 2018.

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

Pauma Valley Community Services District

Upper San Luis Rey Resource Conservation District

By: _____
Its: _____

By: _____
Its: _____

Yuima Municipal Water District

Pauma Municipal Water District

By: _____
Its: _____

By: _____
Its: _____

Valley Center Municipal Water District

Rainbow Municipal Water District

By: _____

By: _____

Its: _____
San Luis Rey Indian Water Authority

By: _____
Its: _____

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_____

[ADD OTHER TASKS TO DEVELOP GSP]

Task 8

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

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.

