

MINUTES OF THE ADJOURNED MEETING OF THE
BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT

February 20, 2024

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Tuesday, February 20, 2024, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Vásquez called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors present: Miller, Vásquez, Kuchinsky, Sanchez, and MacKenzie.

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Ramae Ogilvie, Secretary of the Board; Lesley Dobalian, Director of Water Resources; Randy Whitmann, Director of Engineering; Frank Wolinski, Director of Operations and Field Services; Shallako Goodrick, Director of Administration, and Robert Scholl, Engineering Services Manager. General Counsel Elizabeth Mitchell of Burke, Williams & Sorensen was also present.

Other attendees: Jim Simmons of Nutmeg 134, LLC was present for Item 8.

3. PLEDGE OF ALLEGIANCE

Director Miller led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

General Manager Brett Hodgkiss pulled Item 18 – Closed Session for Conference with Real Property Negotiators from the agenda. The item was deferred to the March 6, 2024 agenda.

24-02-23	<i>Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved pulling agenda Item 18, Closed Session for Conference with Real Property Negotiators for placement on the March 6, 2024 agenda.</i>
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5. ORAL COMMUNICATIONS

No public comments were presented on items not appearing on the agenda.

6. CONSENT CALENDAR

Director MacKenzie requested pulling Item 6.B for further discussion.

24-02-24 *Upon motion by Director MacKenzie, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors approved Consent Calendar items A, C, and D, including Resolution No's. 2024-07 and 2024-08, congratulating Lakeside Water District on its 100th Anniversary and approving disbursements, respectively; and approved pulling item 6.B for further discussion.*

A. Resolution congratulating the Lakeside Water District on its 100th Anniversary

See staff report attached hereto.

The Board adopted Resolution No. 2024-07 congratulating Lakeside Water District on its 100th Anniversary by the following roll call vote:

AYES: Directors Sanchez, Miller, MacKenzie, Kuchinsky and Vásquez
NOES: None
ABSTAIN: None
ABSENT: None

Resolution No. 2024-07 is on file in the official Resolution book of the District.

C. Minutes of the Board of Directors meeting on February 7, 2024

The minutes of February 7, 2024 were approved as presented.

D. Resolution ratifying check disbursements

RESOLUTION NO. 2024-08

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 74070 through 74162 drawn on US Bank totaling \$949,306.67.

FURTHER RESOLVED that the Board of Directors does hereby authorize the execution of the checks by the appropriate officers of the District.

PASSED AND ADOPTED unanimously by a roll call vote of the Board of Directors of Vista Irrigation District this 20th day of February 2024.

B. Amendment to 2003 Agreement relating to Supplemental Water

See staff report attached hereto.

Mr. Hodgkiss clarified that Amendment No. 1 to the 2003 Agreement relating to Supplemental Water updates the delivery location of power capacity and energy from Gene Tie to Parker for the delivery

of Supplemental Water to the San Luis Rey Settlement Parties as contemplated by the original 2003 Supplemental Water Agreement.

24-02-25 *Upon motion by Director Kuchinsky, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors authorized the General Manager to sign Amendment No. 1 to Agreement relating to Supplemental Water among the Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties and the United States, as presented or with non-substantive changes approved by District legal counsel.*

7. CLOSED SESSION FOR CONFERENCE WITH REAL PROPERTY NEGOTIATORS

General Counsel Elizabeth Mitchell announced the following closed session item as follows:

Real Property Negotiations: 224-260-23, 46
Property: 50-foot wide Vista Flume easement south of Nutmeg Street
VID Negotiators: Brett Hodgkiss, General Manager and
 Randy Whitmann, Director of Engineering
Negotiating Parties: Nutmeg 134 LLC
Under Negotiation: Price and terms

Following Ms. Mitchell’s announcement, President Vásquez adjourned the meeting to closed session at 9:06 a.m. for discussion concerning real property transactions in compliance with Government Code section 54956.8. The meeting reconvened in open session at 9:34 a.m. President Vásquez declared that no reportable action had been taken.

8. NUTMEG HOMES

See staff report attached hereto.

Director of Engineering Randy Whitmann provided an overview of the agenda item. He stated that the Nutmeg Homes project would raise the grade of Nutmeg Street located between Center City Parkway and Interstate 15, adding additional fill over approximately 400-feet of the Caldwell Siphon section of the Vista Flume pipeline. Mr. Whitmann said in-lieu of relocating/raising the pipeline, Nutmeg 134 LLC (developer) would provide a \$1,000,000 bond to cover any pipeline repairs during construction and pay the District \$400,000 for potential increased Flume maintenance costs resulting from the additional backfill. Mr. Whitmann said additionally, the developer would purchase the 0.74-acre Flume easement for \$190,000, providing the District a total payment of \$590,000. He stated that the District’s participation in the Community Facilities District (CFD) via a Joint Community Facilities Agreement (JCFA) between the District, the developer and the California Municipal Finance Authority would allow the developer to be reimbursed by the CFD for the cash payment of \$590,000 once bond proceeds were available. Mr. Whitman said that participation in the CFD requires the District to use the \$590,000 on the installation of District facilities within a three-year period.

President Vásquez invited the developer’s representative, Jim Simmons, to provide comments. Mr. Simmons thanked the Board and staff for their hard work and shared his gratitude for their decision.

24-02-26 *Upon motion by Director Miller and seconded by Director MacKenzie, the Board of Directors approved the waterline project for a 134-unit residential development known as Nutmeg Homes, consisting of approximately 6.9 gross acres owned by Nutmeg 134, LLC, located along Nutmeg Street between Centre City Parkway and Interstate 15, Escondido (LN 2022-015; APNs 224-230-23, 56, and 47); authorized the General Manager to execute the “Agreement for Purchase and Sale of Flume Easement Quitclaim and Acceptance of Nutmeg Street Improvements”; and adopted Resolution No. 2024-09 authorizing participation in a Community Facilities District for Nutmeg Homes and authorize the General Manager to execute the “Joint Community Facilities Agreement by and among California Municipal Finance Authority and Vista Irrigation District and Nutmeg 134, LLC.”, by the following roll call vote:*

AYES: Directors Sanchez, Miller, MacKenzie, Kuchinsky and Vásquez
NOES: None
ABSTAIN: None
ABSENT: None

Resolution No. 2024-09 is on file in the official Resolution book of the District.

9. AB PIPELINE REPLACEMENT ENVIRONMENTAL SERVICES AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

See staff report attached hereto.

Mr. Whitmann presented an overview of the AB Pipeline Replacement project, including the three potential alignment options and the proposed environmental and project phasing. He said that the AB Pipeline crosses through an open space conservation habitat of the Skylark residential development with limited access to the easement. Mr. Whitmann stated that staff is recommending entering into an Agreement for Professional Services with Helix Environmental Planning, Inc. to perform an Initial Study (IS) to evaluate potential environmental impacts of each potential alignment option in order to select a preferred alignment; findings from the IS will be used to determine whether a Mitigated Negative Declaration or an Environmental Impact Report is required to complete the environmental permitting process. He stated that costs associated with replacing AB pipeline are a part of the District’s main replacement program. The timeline to complete the entire environmental process and permitting is estimated at two years; pipeline construction will take an additional six months to complete.

The Board discussed the three potential alignment options and received clarifications as needed.

24-02-27 *Upon motion by Director Sanchez, seconded by Director Miller and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors found that entering into an Agreement for Professional Services with Helix Environmental Planning, Inc. for AB Pipeline Replacement environmental services is exempt from the California Environmental Quality Act under Class 6 (Information Collection), 14 CCR § 15306 and authorized the General Manager to enter into an Agreement for Professional Services with Helix Environmental Planning, Inc. for AB Pipeline Replacement environmental services in an amount not-to-exceed \$116,800 (D-2238).*

10. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS ELECTION, SOUTHERN NETWORK, SEAT A

See staff report attached hereto.

Following a brief discussion, the Board took the following action:

24-02-28	<p><i>Upon motion by Director Sanchez, seconded by Director Miller, the Board of Directors adopted Resolution No. 2024-10 nominating Jo MacKenzie to the California Special Districts Association Board of Directors for the Southern Network, Seat A by the following roll call vote:</i></p> <p><i>AYES: Directors Sanchez, Miller, MacKenzie, Kuchinsky and Vásquez</i> <i>NOES: None</i> <i>ABSTAIN: None</i> <i>ABSENT: None</i></p> <p><i>Resolution No. 2024-10 is on file in the official Resolution book of the District.</i></p>
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11. FINANCING CAPITAL PROJECTS WORKSHOP

See staff report attached hereto

Mr. Hodgkiss introduced the agenda item and the Board selected two possible dates, April 15, 2024 or April 29, 2024 to hold the Financing Capital Projects Workshop; April 29, 2024 being the preferred date to hold the workshop.

12. MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

See staff report attached hereto.

Director Miller reported that there had not been a meeting of the San Diego County Water Authority (Water Authority) Board of Directors since his last report; the next meeting will be on Thursday, February 22, 2024. He stated that Metropolitan Water District’s (MWD) biennial budget proposes 13 percent and eight percent rate increases for Fiscal Years (FYs) 2024/25 and 2025/26, respectively; it is anticipated that these increases will be followed by 12 percent and eight percent rate increases for FYs 2026/27 and 2027/28, respectively.

13. MEETINGS AND EVENTS

See staff report attached hereto.

Director MacKenzie reported on her attendance at the California Special Districts Association (CSDA) San Diego Chapter quarterly meeting where she heard a presentation on the security of voting ballots from a representative from the San Diego Registrar of Voters. She reported on her attendance at a CSDA Finance Corporation workshop that focused on financing and financing related policies.

Director Sanchez requested authorization to attend the CSDA Annual Conference in Indian Wells on September 9-11, 2024. He informed the Board that he would be absent from the May 15, 2024 Board of Directors meeting.

President Vásquez requested authorization to attend the Southern California Water Coalition Quarterly Meeting in Temecula on April 19, 2024 and the Association of California Water Agencies (ACWA) Spring Conference in Sacramento on May 7-9, 2024.

24-02-29 *Upon motion by Director Miller, seconded by Director Kuchinsky and unanimously carried (5 ayes: Miller, Kuchinsky, Sanchez, MacKenzie, and Vásquez), the Board of Directors authorized Director Sanchez to attend the CSDA Annual Conference on September 9-11, 2024 in Indian Wells; and authorized President Vasquez to attend the Southern California Water Coalition Quarterly Meeting in Temecula on April 19, 2024 and ACWA Spring Conference in Sacramento on May 7-9, 2024.*

14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

Mr. Hodgkiss said that agenda items for ethics training scheduling and leak adjustment policy will be placed on the March 6, 2024 agenda.

15. COMMENTS BY DIRECTORS

Director Miller commented on the “We Are One” pins from MWD that he distributed to the Board.

Director Kuchinsky commented that he received positive feedback regarding the District’s Water Awareness Poster Contest school presentations and commended Water Conservation Specialist Sandra Sanchez for her efforts. He also mentioned that the District received an invitation from Alta Vista Gardens to participate in the Earth Day Festival on April 22, 2024. Director Kuchinsky thanked the Board for appointing him to participate on the nominating committee for the Vista Historical Society Hall of Fame.

16. COMMENTS BY GENERAL COUNSEL

None were presented.

17. COMMENTS BY GENERAL MANAGER

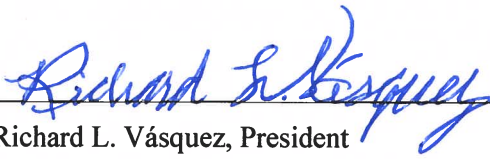
Mr. Hodgkiss commented that Lake Henshaw is currently at 24,665 acre-feet at the time of his report.

18. CLOSED SESSION FOR CONFERENCE WITH REAL PROPERTY NEGOTIATORS

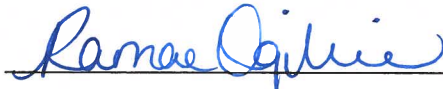
The Board deferred Item 18 to the March 6, 2024 Board of Directors Meeting.

19. ADJOURNMENT

There being no further business to come before the Board, at 10:53 a.m., President Vásquez adjourned the meeting.


Richard L. Vásquez, President

ATTEST:


Ranae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Board Meeting Date: February 20, 2024
Approved By: Brett Hodgkiss

SUBJECT: RESOLUTION CONGRATULATING THE LAKESIDE WATER DISTRICT ON ITS 100TH ANNIVERSARY

RECOMMENDATION: Adopt Resolution No. 2024-XX congratulating Lakeside Water District on its 100th Anniversary.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

SUMMARY: On January 30, 2024, Board President Richard Vásquez received a letter from Lakeside Water District Board President Frank Hilliker regarding his agency celebrating its 100th anniversary in 2024. The Lakeside Water District will celebrate 100 years of providing a reliable, high quality water supply to the community it serves on August 10, 2024 from 10:00 AM to 1:00 PM at their District office. A sample resolution that could be adopted by the District congratulating Lakeside Water District was included with the letter; the District received a similar resolution from Lakeside Water District in 2023 when it celebrated its 100th anniversary.

DETAILED REPORT: The Lakeside Irrigation District was created on August 11, 1924 to provide water to farms, orchards and the vibrant historical town center of the growing community of Lakeside. In June 1944, the Lakeside Irrigation District (name changed to Lakeside Water District in 1980) joined eight other water agencies to form the San Diego County Water Authority, securing a stable water supply for the community and setting off a growth boom that lasted into the 1980's. The Lakeside Water District has taken the lead to manage and consolidate water rights and responsibilities in the surrounding communities over its history and has preserved its small town character while building and maintaining a technically modern and efficiently maintained water system, furthering the quality of life and economic growth in the community of Lakeside.

ATTACHMENTS:

- January 24, 2024 letter from Lakeside Water District Board President Frank Hilliker
- Resolution No. 2024-XX congratulating the Lakeside Water District on its 100th Anniversary

BOARD OF DIRECTORS:
FRANK I. HILLIKER
PETE JENKINS
STEVE JOHNSON
EILEEN NEUMEISTER
STEVE ROBAK



BRETT SANDERS
GENERAL MANAGER

GREG MOSER
ATTORNEY

DEXTER WILSON
ENGINEER

Serving the Community of Lakeside for 100 years

January 24, 2024

The Honorable Richard L. Vasquez
Board of Director President
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081-8840

Re: Lakeside Water District's 100th Year Anniversary Celebration

Dear President Vasquez,

This year will mark Lakeside Water District's 100th year serving the community of Lakeside, and we are proud to be one of the agencies formed during 1920's, the golden age of water agency formation. The District was formed in August 1924 to provide water to the farms, orchards and historical town center of the community of Lakeside, at that time serving a population of 150. Today we serve a population of 35,000.

Lakeside Water District formed under California State Irrigation District law and one of the 9 original members of the San Diego Water Authority in 1944. We will be celebrating 100 years of providing a reliable, high quality water supply to our community and will have a community celebration on August 10, 2024 from 10:00 am to 1:00 pm at the District office located at 10375 Vine Street in Lakeside.

We would be honored to have you attend our event and for any formal acknowledgement of our milestone to help our community celebrate. I am attaching a sample resolution that contains information that you might find helpful to include in any recognition.

Sincerely,

Frank Hilliker
Board President

RECEIVED
JAN 30 2024
VISTA IRRIG. DIST

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTOR'S OF
CONGRATULATING LAKESIDE WATER DISTRICT
ON ITS 100TH ANNIVERSARY**

WHEREAS, on August 10, 2024, the Lakeside Water District will celebrate 100 years of providing a reliable supply of high quality water that meets the needs of its customers in an reliable and cost effective manner; and

WHEREAS, an election was held on July 29, 1923, and the eligible voters participated with the outcome of the election being 54 votes for and 4 votes against formation of Lakeside Irrigation District (renamed Lakeside Water District in 1979); and

WHEREAS, on August 11, 1924, Lakeside Irrigation District was created to provide water to the farms, orchards and the vibrant historical town center of the growing community of Lakeside; and

WHEREAS, in June 1944, the Lakeside Irrigation District was one of nine agencies that formed the San Diego County Water Authority, thus securing a stable for the community and setting off a growth boom that lasted into the 1980's; and

WHEREAS, the Lakeside Water District has taken the lead to manage and consolidate water rights and responsibilities throughout the surrounding communities over its history; and

WHEREAS, the Lakeside Water District has maintained its small town character while building and maintaining a technically modern and efficiently maintained water system; and

WHEREAS, the dedicated efforts of the Board of Directors of the Lakeside Water District and staff have played a major role in maintaining the quality of life and contributing to the economic growth in the community of Lakeside.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of _____ recognizes and congratulates Lakeside Water District on its 100 years of service and dedication to the community of Lakeside.

PASSED AND ADOPTED by the Board of Directors of the _____ at a regular meeting thereof held on the _____.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____, President
Board of Director's _____ District

ATTEST: _____
_____, Board Secretary
_____ District

RESOLUTION NO. 2024-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT
CONGRATULATING THE LAKESIDE WATER DISTRICT
ON ITS 100TH ANNIVERSARY

WHEREAS, On August 10, 2024, the Lakeside Water District will celebrate 100 years of providing a reliable supply of high quality water that meets the needs of its customers in a reliable and cost effective manner; and

WHEREAS, an election was held on July 29, 1924, and the eligible voters participated with the outcome of the election being 54 votes for and 4 votes against the formation of the Lakeside Irrigation District; and

WHEREAS, on August 11, 1924, Lakeside Irrigation District was created to provide water to farms, orchards and the vibrant historical town center of the growing community of Lakeside; and

WHEREAS, the Lakeside Irrigation District was one of nine agencies that formed the San Diego County Water Authority, thus securing a stable water supply for the community and setting off a growth boom that lasted into the 1980's; and

WHEREAS, the Lakeside Irrigation District was renamed the Lakeside Water District in 1980; and

WHEREAS, the Lakeside Water District has taken the lead to manage and consolidate water rights and responsibilities in the surrounding communities over its history; and

WHEREAS, the Lakeside Water District has maintained its small town character while building and maintaining a technically modern and efficiently maintained water system; and

WHEREAS, the dedicated efforts of the Board of Directors of the Lakeside Water District and staff have played a major role in maintaining the quality of life and contributing to the economic growth in the community of Lakeside.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Vista Irrigation District recognizes and congratulates the Lakeside Water District on its 100 years of service and dedication to the community of Lakeside.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of Vista Irrigation District this 20th day of February 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: AMENDMENT TO 2003 AGREEMENT RELATING TO SUPPLEMENTAL WATER

RECOMMENDATION: Authorize the General Manager to sign Amendment No.1 to Agreement relating to Supplemental Water among the Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties and the United States, as presented or with non-substantive changes approved by District legal counsel.

PRIOR BOARD ACTION: The Board approved the Agreement relating to Supplemental Water among the Metropolitan Water District of Southern California (Metropolitan), the San Luis Rey Settlement Parties (La Jolla, Pala, Pauma, Rincon and San Pasqual Indian Bands, the San Luis Rey Indian Water Authority, City of Escondido and Vista Irrigation District), and the United States on October 1, 2003.

FISCAL IMPACT: None.

SUMMARY: Metropolitan is requesting that the San Luis Rey Settlement Parties and the United States execute an amendment to the Agreement relating to Supplemental Water. According to Metropolitan, the amendment will terminate the current Financial Mechanism Agreement (explained below); allow for the direct furnishing of power capacity and energy to Metropolitan (to deliver Supplemental Water to the San Luis Rey Settlement Parties – as contemplated by the original Supplemental Water Agreement); and update the delivery location of power capacity and energy from Gene Tie to Parker.

DETAILED REPORT: Under the Agreement relating to Supplemental Water, the United States agreed to permanently furnish the San Luis Rey Settlement Parties a supply of up to 16,000 acre-feet of water conserved annually by lining certain previously unlined portions of the All American Canal and its Coachella Branch (Supplemental Water), and a permanent supply of power capacity and energy through the Yuma Area Contractors to transport the Supplemental Water.

The Yuma Area Contractors provided Metropolitan a notice of termination of the Financial Mechanism Agreement, which has served as the means of achieving the Yuma Area Contractors' required provision of power capacity and energy as required under the Agreement related to Supplemental Water, and thus the need for the Amendment.

The Agreement related to Supplemental Water may be amended pursuant to Section 14 thereof generally, and Section 4.b.1 specifically anticipates possible changes to the location where electrical energy provided by the Yuma Area Contractors is furnished to Metropolitan. This amendment changes the delivery location of power capacity and energy from Gene Tie to Parker.

The changes made by this amendment should have no effect to the delivery of Supplemental Water by Metropolitan to the San Luis Rey Settlement Parties. Special Counsel Scott Morris has reviewed the document and is recommending that the District sign the amendment, which becomes effective March 1, 2024.

ATTACHMENTS:

- Amendment No. 1 to Agreement relating to Supplemental Water
- 2003 Agreement relating to Supplemental Water

AMENDMENT NO. 1 TO
AGREEMENT RELATING TO SUPPLEMENTAL WATER
AMONG

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
THE SAN LUIS REY SETTLEMENT PARTIES, AND THE UNITED STATES

This Amendment No. 1 to Agreement Relating to Supplemental Water (“Amendment No. 1”), dated as of February 1, 2024, is made by and among The Metropolitan Water District of Southern California, a metropolitan water district organized and incorporated under the Metropolitan Water District Act of the State of California (Stats. 1969, Chapter 209, as amended), (“Metropolitan”), the United States of America (the “United States”), acting by and through its Secretary of the Interior (“Secretary”), the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians, acting through the governing bodies of each respective Band as duly recognized by the Secretary (collectively, the “Indian Bands”), the San Luis Rey River Indian Water Authority, a permanent intertribal entity established pursuant to duly adopted ordinances of the Indian Bands recognized and approved by Public Law 100-675 (the “Indian Water Authority”), the City of Escondido, a city organized under the provisions of the general laws of the State of California (“Escondido”), and the Vista Irrigation District, an irrigation district organized and incorporated under the irrigation district law of the State of California (California Water Code, Division 11) (“Vista”), and supplements and amends that certain Agreement Relating to Supplemental Water, dated October 10, 2003 (the “Agreement Relating to Supplemental Water”).

Each of the entities above is sometimes referred to individually as “Party,” and all of the above are sometimes collectively referred to as “Parties.” This Amendment No. 1 is further acknowledged by the Yuma Arizona Area Aggregate Power Managers as identified in Bureau of Reclamation Contracts numbered 6-CU-30-P1136 and 6-CU-30-P1137 (“Yuma Area Contractors”) and the Western Area Power Administration (“WAPA”).

RECITALS

WHEREAS, the San Luis Rey Indian Water Rights Settlement Act¹ authorized the United States to permanently furnish, for the Indian Bands, Escondido, and Vista, collectively referred to as the “San Luis Rey Settlement Parties,” (1) a supply of up to 16,000 acre-feet of water conserved annually by lining certain previously unlined portions of the All- American Canal and its Coachella Branch or by constructing new canals, and (2) a permanent supply of power capacity and energy through the Yuma Area Contractors at no cost and at no further expense to the United States, the Settlement Parties, or the Indian Water Authority in an amount sufficient to convey the San Luis Rey Settlement Parties’ portion of the Conserved Water from Lake Havasu through Metropolitan’s

¹ Title I of Public Law 100-675 enacted on November 17, 1988, 1 02 Stat. 4000-4005, title I (as amended by Section 117 of the Act of November 13, 1991, Public Law 102-154, 105 Stat. 990, 1012-1013; Section 11 of the Act of October 14, 1998, Public Law 105-256, 112 Stat 1896, 1899; and Section 211 of the Act of October 27, 2000, Public Law 106-377-Appendix B, 114 Stat. 1441, 1441A-70-1441A-71).

Colorado River Aqueduct and to the places of use on the Indian Bands' reservations or in the service areas of Escondido and Vista; and

WHEREAS, the Yuma Area Contractors entered into a letter agreement with the Indian Water Authority, Escondido, and Vista dated October 10, 2000 ("October 2000 Letter Agreement"), a copy of which is attached hereto as Exhibit A, under which the Yuma Area Contractors agreed to furnish power capacity and energy sufficient to convey 16,000 acre-feet of water annually and permanently, at no cost and at no further expense to the United States, the Indian Water Authority, and the San Luis Rey Settlement Parties in an amount not to exceed seven (7) megawatts ("MW") of capacity and 32,000 megawatt-hours ("MWh") of energy annually, contingent upon enactment of the amendment to Section 106 of the San Luis Rey Indian Water Rights Settlement Act, which later became what is popularly known as the Packard Amendment; and

WHEREAS, Metropolitan executed the Agreement Relating To Supplemental Water, but which did not include the Yuma Area Contractors as parties, through which electrical energy was to be provided, by the Yuma Area Contractors, to Metropolitan, at no cost and no further expense to Metropolitan, the United States, or the San Luis Rey Settlement Parties, pursuant to the October 2000 Letter Agreement; and

WHEREAS, the Yuma Area Contractors subsequently entered into a May 27, 2005 Amendment No. 1 to the Operating Contract for Parker-Davis Project Priority Use Power among the Bureau of Reclamation, the Western Area Power Administration, Wellton-Mohawk Irrigation and Drainage District, and Yuma County Water Users' Association ("Reclamation Contract No. 6- CU-230-P1138"), in which each Yuma Area Contractors is to serve the Packard Amendment Pumping Load²; and

WHEREAS, Reclamation Contract No. 6-CU-230-P1138 provides that the Yuma Area Contractors shall not be required to provide more than 2,000 kilowatt-hours per acre-foot of water pumped to serve the Packard Amendment Pumping Load; and

WHEREAS, the Packard Amendment Pumping Load Point of Delivery (accounted for on the basis of schedules) was listed in Exhibit D to Reclamation Contract No. 6- CU-230-P1138 as: Gene Tie 230-kV; and

WHEREAS, Metropolitan and the Yuma Area Contractors entered into Agreement No. 88218, dated October 11, 2007 (the "Financial Mechanism Agreement"), as an alternative means of achieving the Yuma Area Contractors' required provision of power capacity and energy as required under the Agreement Relating to Supplemental Water; and

WHEREAS, the United States reviewed the Financial Mechanism Agreement and found it acceptable as performance of the Yuma Area Contractors' obligation to serve the Packard

² Means the load served by the Yuma Area Contractors through aggregated efficiencies, for the benefit of the Settlement Parties, sufficient to convey up to 16,000 acre-feet of water per year from Lake Havasu through the Colorado River Aqueduct and to the places of use in accordance with the Settlement Act. The maximum amount of electrical power required to be provided by the Yuma Area Contractors is 2,000 kilowatt hours per acre-foot of water pumped.

Amendment Pumping Load and indicated in a letter signed and provided as Exhibit B to this Amendment No. 1;

WHEREAS, the Yuma Area Contractors wish to terminate the Financial Mechanism Agreement and enter into Amendment No. 1 to directly furnish power capacity and energy sufficient to convey 16,000 acre-feet of water annually and permanently, at no cost and at no further expense to the United States, the Indian Water Authority, and the San Luis Rey Settlement Parties, and Metropolitan in an amount not to exceed seven (7) MW of capacity and 32,000 MWh of energy annually at Parker instead of Gene Tie 230-kV.

WHEREAS, the Agreement Relating to Supplemental Water may be amended pursuant to Section 14 thereof, generally, and Section 4.b.1 specifically anticipates possible changes to the location where electrical energy provided by the Yuma Area Contractors is furnished to Metropolitan;

NOW, THEREFORE, in order to amend and supplement the Agreement Relating to Supplemental Water and for and in consideration of the premises and the mutual covenants contained herein, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Parties agree as follows:

Section 1. Amendments to the Agreement Relating to Supplemental Water. Section 4.b.i. is hereby amended and supplemented in its entirety as follows:

- i. Electrical energy provided by the Yuma Area Contractors pursuant to their letter agreement with the Settlement Parties dated October 10, 2000 and/or the Packard Amendment, shall be furnished to Metropolitan from Parker Dam at the 230-kV Parker bus, pursuant to the Metering and Scheduling Instructions for Contract No. ILR-712, dated as of January 1, 2024, by and among the United States Department of the Interior Bureau of Reclamation, Metropolitan, and the Western Area Power Administration, or other mutually agreed upon location, at no cost and at no further expense to Metropolitan, the United States, or the Settlement Parties, 2,000 kWh of electrical energy for each acre-foot of water exchanged each year (up to 7MWs capacity and 32,000 MWh annually).

Section 2. Definitions. Unless this Amendment No. 1 otherwise requires, the terms defined herein shall, for all purposes of this Amendment No. 1, have the meanings ascribed thereto in the Agreement Relating to Supplemental Water.

Section 3. Effect on the Agreement Relating to Supplemental Water. Except as specifically amended and supplemented by this Amendment No. 1, the Agreement Relating to Supplemental Water shall remain in full force and effect and is hereby ratified and confirmed by the Parties.

Section 4. Effective Date. This Amendment No. 1 shall take effect on March 1, 2024.

Section 5. Captions. The captions in this Amendment No. 1 are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Amendment No. 1.

Section 6. Counterparts. This Amendment No. 1 may be signed in several counterparts, each of which will be an original, but all of them together constitute the same instrument. The parties agree that any electronically signed document (including this Amendment No. 1) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Regional Director
Interior Region 8, Lower Colorado Basin
US Bureau of Reclamations

Approved as to form:

By: _____

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: _____
General Manager

Approved as to form:

By: _____
General Counsel

SAN LUIS REY REIVER INDIAN WATER
AUTHORITY

By: _____

Approved as to form:

By: _____

LA JOLLA BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

RINCON BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

SAN PASQUAL BAND OF MISSION
INDIANS

By: _____

Approved as to form:

By: _____

PAUMA BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

PALA BAND OF MISSION INDIANS

By: _____

Approved as to form:

By: _____

CITY OF ESCONDIDO

By: _____

Approved as to form:

By: _____

VISTA IRRIGATION DISTRICT

By: _____

Approved as to form:

By: _____

ACKNOWLEDGED BY:

WELLTON-MOHAWK IRRIGATION &
DRAINAGE DISTRICT

By: _____

President

YUMA COUNTY WATER USERS
ASSOCIATION

By: _____

WESTERN AREA POWER
ADMINISTRATION

By: _____

EXHIBIT A

October 10, 2000, Letter Agreement

YUMA AREA AGGREGATE POWER MANAGERS

Wellton-Mohawk Irrigation & Drainage District
30570 Wellton-Mohawk Drive
Wellton, Arizona 85356
(520) 785-3351
(520) 785-3389 fax

Yuma County Water Users' Association
Post Office Box 5775
Yuma, Arizona 85366-5775
(520) 627-8824
(520) 627-3065 fax

October 10, 2000

Ben Magante, President
San Luis Rey River Indian Water Authority
P.O. Box 428
Pauma Valley, California 92061

Jeffrey R. Epp, City Attorney
City of Escondido
Civic Center Plaza
201 North Broadway
Escondido, California 92025

John A. Amodeo, General Manager and Chief Engineer
Vista Irrigation District
202 West Connecticut Avenue
Vista, California 92083-3696

**Re: Provision of power capacity and energy for the benefit of the San Luis Rey
Indian Water Rights Settlement**

Gentlemen:

Pending legislation would give the Indian Bands represented by the San Luis Rey River Indian Water Authority, the City of Escondido, and Vista Irrigation District ("Settlement Parties") the right to power capacity and energy at Parker-Davis project use rates sufficient to convey up to 16,000 acre-feet of water from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands' reservations or in the local entities' service areas in San Diego County. Such a right could be incompatible with the interests of the Yuma County Water Users' Association and the Wellton-Mohawk Irrigation and Drainage District which together comprise the Yuma Area Aggregate Power Managers ("Yuma Area Contractors") as identified in Bureau of Reclamation Contracts numbered 6-CU-30-P1136, 6-CU-30-P1137, and 6-CU-30-P1138 ("Yuma Area Contracts").

The Yuma Area Contractors seek the assistance of the Settlement Parties to avoid such a result, to provide at no expense power capacity and energy sufficient to convey 16,000 acre-feet of water annually as described below, and further to obtain authorization from the Secretary of the Interior for the Yuma Area Contractors to use permanently federal project use power for the full range of purposes as identified in the Yuma Area Contracts. In consideration for the assistance of the Settlement Parties in obtaining that authority, and for other good and valuable consideration, the Yuma Area Contractors, their successors and assigns, hereby agree to provide

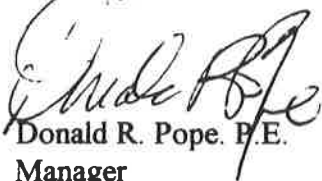
Messrs. Magante, Epp and Amodeo
October , 2000
Page 2

annually and permanently, at no cost to the United States, the Bands as defined in section 102(1) of Public Law 100-675, the Indian Water Authority as defined in Section 102(3) of Public Law 100-675, and the local entities as defined in section 102(4) of Public Law 100-675, not to exceed seven (7) megawatts capacity and 32,000 megawatt hours energy annually to convey 16,000 acre-feet of water (estimated at 2000 kilowatt hours per acre-foot) from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands' reservations or in the local entities' service areas. Provision of such power capacity and energy shall be contingent upon enactment into law of the amendment to Section 106 of the of the San Luis Rey Indian Water Rights Settlement Act (Public Law 100-675, 102 Stat. 4000) attached hereto and commence on the date when conserved water from the works authorized by Title II of Public Law 100-675 first becomes available.

The undersigned represent that they are fully authorized to make this agreement on behalf of the Yuma Area Contractors.

Please indicate your agreement and acceptance at the foot of this letter. This may be executed in counterparts. Time is of the essence.

Sincerely,



Donald R. Pope, P.E.
Manager
Yuma County Water Users' Association
Yuma, Arizona 85364



C. L. Clyde Gould
General Manager
Wellton-Mohawk Irrigation and Drainage District
Wellton, Arizona 85356

Attachment

Agreed to and Accepted:



Ben Magante, President
San Luis Rey River
Indian Water Authority

Jeffrey R. Epp, City Attorney
City of Escondido



John A. Amodeo
General Manager and
Chief Engineer
Vista Irrigation District

Date 10-14-00

Date 10/19/00

Date 10/23/00

EXHIBIT B

October 2, 2007, Letter from the United States



United States Department of the Interior

BUREAU OF RECLAMATION
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006-1470



IN REPLY REFER TO:

BCOO-4800
PRJ-18.00

OCT 02 2007

Mr. Jeffrey Kightlinger
General Manager
The Metropolitan Water District
of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

Subject: The Bureau of Reclamation Acceptance of the Proposed Agreement Between The Metropolitan Water District of Southern California (MWD) and the Aggregate Power Managers

Per your request, Reclamation has completed review of the enclosed subject Agreement and wishes to signify herein our acceptance and encouragement to move forward with its execution. Reclamation believes the implementation of the subject Agreement would fully support the rights, responsibilities, and obligations of the United States¹ under the Settlement Act² and would be appropriate in light of preexisting contractual arrangements. Reclamation views the subject Agreement to be superior to arrangements previously evaluated since it avoids anticipated costs to the Settlement Parties³ and it resolves many complicated issues more effectively and plainly.

Reclamation accepts the implementation of the subject Agreement as fully satisfying the Aggregate Power Managers' obligation to serve the Packard Amendment Pumping Load⁴ and agrees that the subject Agreement does not modify the obligations of Reclamation in the event of a default by the Aggregate Power Managers or termination of the subject Agreement. In such an event, the Aggregate Power Managers would continue to be responsible to the United States for serving the Packard Amendment Pumping Load at the Gene Tie 230-kV point of delivery or other mutually agreeable delivery point.

¹ Means the Department of the Interior.

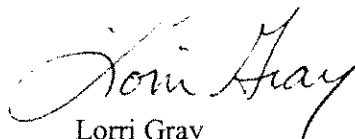
² Means the San Luis Rey Indian Water Rights Settlement Act, Act of November 17, 1988 (Public Law 100-675, 102 Stat. 4000, et seq.) as amended by Section 117 of the Act of November 13, 1991, Public Law 102-154, 105 Stat. 990, 1012-1013; Section 11 of the Act of October 14, 1998, Public Law 105-256, 112 Stat. 1896, 1899; and Section 211 of the Act of October 27, 2000, Public Law 106-377-Appendix B, 114 Stat. 1441A-70, 71, popularly referred to as the Packard Amendment.

³ Means the San Luis Rey River Indian Water Authority, City of Escondido, Vista Irrigation District, and La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians.

⁴ Means the load served by the Aggregate Power Managers through aggregated efficiencies, for the benefit of the Settlement Parties, sufficient to convey up to 16,000 acre-feet of water per year from Lake Havasu through the Colorado River Aqueduct and to the places of use in accordance with the Settlement Act. The maximum amount of electrical power required to be provided by the Aggregate Power Managers is 2,000 kilowatt hours per acre-foot of water pumped.

Reclamation wishes to express its sincere appreciation for the efforts devoted to the subject Agreement by MWD and Aggregate Power Managers. Should you have questions, comments, or concerns, please direct them to Mr. Ron Smith at 702-293-8636 or rcsmith@lc.usbr.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lorri Gray". The signature is written in black ink and is positioned above the printed name and title.

Lorri Gray
Regional Director

Enclosure

**AGREEMENT RELATING TO SUPPLEMENTAL WATER
AMONG
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,
THE SAN LUIS REY SETTLEMENT PARTIES, AND
THE UNITED STATES**

This Agreement is entered into as of the 10th day of October, 2003, among The Metropolitan Water District of Southern California, a metropolitan water district organized and incorporated under the Metropolitan Water District Act of the State of California (Stats. 1969, Chapter 209, as amended), hereinafter referred to as "Metropolitan;" the United States of America acting by and through its Secretary of the Interior ("Secretary"), hereinafter referred to as "United States;" the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians, acting through the governing bodies of each respective Band as duly recognized by the Secretary, hereinafter referred to as "Indian Bands;" the San Luis Rey River Indian Water Authority, a permanent intertribal entity established pursuant to duly adopted ordinances of the Indian Bands recognized and approved by Public Law 100-675, hereinafter referred to as "Indian Water Authority;" the City of Escondido, a city organized under the provisions of the general laws of the State of California, hereinafter referred to as "Escondido;" and the Vista Irrigation District, an irrigation district organized and incorporated under the irrigation district law of the State of California (California Water Code, Division 11), hereinafter referred to as "Vista." Each of the above is sometimes referred to individually as "Party," and all of the above are sometimes collectively referred to as "Parties."

DEFINITIONS

1. "All American Canal Lining Project" means that portion of the works authorized in Title II of Public Law 100-675 which will result in a lined All American Canal from one mile west of Pilot Knob to Drop 3 – a distance of approximately 23 miles.
2. "Allocation Agreement" means the agreement entered into by the Secretary and others to allocate the water conserved from the All American Canal Lining Project and the Coachella Canal Lining Project.
3. "Average Cost of Supplemental Capacity" means the average daily cost, expressed monthly as \$/kilowatt-month, that Metropolitan incurs to procure Supplemental Capacity.
4. "Average Cost of Supplemental Energy" means the average daily cost, expressed monthly as \$/megawatt-hour (\$/MWh), that Metropolitan incurs to procure Supplemental Energy.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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5. "Average Unit Cost of Supplemental Power" means the sum of the Average Cost of Supplemental Energy multiplied by the amount of Supplemental Energy and the Average Cost of Supplemental Capacity multiplied by the amount of Supplemental Capacity, expressed in dollars, divided by the total amount of Supplemental Energy procured for that month. It is calculated monthly and expressed as \$/MWh.
6. "Coachella Canal Lining Project" means that portion of the works authorized in Title II of Public Law 100-675 which will result in a lined Coachella Branch of the All American Canal from Siphons 7 to 32 – a distance of approximately 34.6 miles.
7. "CVWD" means the Coachella Valley Water District.
8. "Escondido" means the City of Escondido; a city organized under the provisions of the general laws of the State of California.
9. "Gene Tie" means the 230 kilovolt (kV) transmission point of interchange near Metropolitan's Colorado River Aqueduct Gene Pumping Plant where power is delivered and accounted for by Western Area Power Administration for Metropolitan, as provided for in Metropolitan's Contract No. Ilr-712 with the United States Bureau of Reclamation.
10. "IID" means the Imperial Irrigation District.
11. "Indian Bands" means the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians, acting through the governing bodies of each respective Band as duly recognized by the Secretary.
12. "Indian Water Authority" means the San Luis Rey River Indian Water Authority, a permanent intertribal entity pursuant to duly adopted ordinances recognized and approved by Public Law 100-675.
13. "Local Entities" means the City of Escondido, California and the Vista Irrigation District.
14. "Metropolitan" means The Metropolitan Water District of Southern California, a metropolitan water district organized and incorporated under the Metropolitan Water District Act of the State of California (Stats. 1969, Chapter 209, as amended).
15. "Metropolitan's Treatment Charges" means the average amount charged by Metropolitan to its member public agencies for water treatment.
16. "Packard Amendment" means Section 211 of Public Law 106-377 Appendix B, 114 Stat.1441A-70.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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17. "Reservations" means the reservations of the La Jolla, Pala, Pauma, Rincon, and San Pasqual Bands of Mission Indians located in San Diego County, California.

18. "Secretary" means the Secretary of the Interior of the United States of America.

19. "Settlement Act" means Title I of Public Law 100-675, enacted on November 17, 1988, 102 Stat. 4000, Title I (as amended by Section 117 of the Act of November 13, 1991, Public Law 102-154, 105 Stat. 990, 1012-1013; section 1017 of the Act of October 14, 1998, Public Law 105-256, 112 Stat. 1896, 1899; and Section 211 of the Act of October 27, 2000, 106 Public Law 377 Appendix B, 114 Stat. 1441A-70) and known more fully as the "San Luis Rey Indian Water Rights Settlement Act."

20. "Settlement Agreement" means the agreement referred to in Section 104 of the Settlement Act among the United States, Escondido, Vista, and the Indian Bands providing for the complete resolution of all claims, controversies, and issues involved in all of the pending proceedings in the United States District Court for the Southern District of California and before the Federal Energy Regulatory Commission.

21. "Settlement Parties" means the Indian Water Authority, the Indian Bands, and the Local Entities.

22. "Supplemental Capacity" means the wholesale capacity, ancillary services, and other associated capacity services that Metropolitan obtains to meet the Colorado River Aqueduct water supply electric loads not met by (i) Contract No. DE-MS65-86WP39583 (Hoover) or its successor, (ii) Contract No. Ilr-712 (Parker) or its successor, or (iii) the District-Edison 1987 Service and Interchange Agreement.

23. "Supplemental Energy" means the wholesale energy, ancillary services, and other associated energy services that Metropolitan obtains to meet the Colorado River Aqueduct water supply electric loads not met by (i) Contract No. DE-MS65-86WP39583 (Hoover) or its successor, (ii) Contract No. Ilr-712 (Parker) or its successor, or (iii) the District-Edison 1987 Service and Interchange Agreement.

24. "Supplemental Water" for the period of time before the requirements of Section 104 of the Settlement Act have been satisfied means water available to MWD under the Allocation Agreement in an amount up to 16,000 acre-feet per year which would have been available to the Settlement Parties had the requirements of Section 104 of the Settlement Act been satisfied. "Supplemental Water" after the requirements of Section 104 of the Settlement Act have been satisfied means water available for the benefit of the Settlement Parties under the Allocation Agreement.

25. "United States" means the United States of America acting by and through its Secretary of the Interior.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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26. "Vista" means the Vista Irrigation District, an irrigation district organized and incorporated under the irrigation district law of the State of California (California Water Code, Division 11).

27. "Year" means calendar year.

28. "Yuma Area Contractors" means the Yuma Arizona Area Aggregate Power Managers as identified in Bureau of Reclamation Contracts numbered 6-CU-30-P1136 and 6-CU-30-P1137. As of the execution of this Agreement, the Yuma Area Contractors are comprised of the Yuma County Water Users' Association and the Wellton-Mohawk Irrigation and Drainage District.

EXPLANATORY RECITALS

- A. WHEREAS, the water in the San Luis Rey River, located in San Diego County, California, is insufficient to supply the needs of the Indian Bands and the Local Entities;
- B. WHEREAS, litigation involving the United States, the Indian Bands, and the Local Entities was commenced in Federal District Court to determine the rights of the Indian Bands and the Local Entities to the water of the San Luis Rey River, and a related contested proceeding was commenced among the same parties before the Federal Energy Regulatory Commission;
- C. WHEREAS, Metropolitan is not a party to the pending litigation or the related proceeding before the Federal Energy Regulatory Commission;
- D. WHEREAS, pursuant to Title I of Public Law 100-675, enacted on November 17, 1988, the Congress of the United States passed the San Luis Rey Indian Water Rights Settlement Act to provide for the settlement of the disputes that were the subject of the above-referenced litigation and related proceeding;
- E. WHEREAS, pursuant to the Settlement Act, the United States was authorized to arrange for a supplemental water supply for the Settlement Parties of not more than 16,000 acre-feet per year from the following sources: (1) supplemental water which is developed from public lands within the State of California outside the service area of the Central Valley Project, (2) water conserved through projects to line portions of the All-American Canal and its Coachella Branch, authorized in Title II of said Public Law 100-675, and (3) water obtained through a contract with Metropolitan;
- F. WHEREAS, in a letter agreement dated October 10, 2000, a copy of which is attached hereto as Exhibit A, the Yuma Area Contractors and the Settlement Parties agreed that the Yuma Area Contractors would provide power in an

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

Page 5

amount which would not exceed seven (7) megawatts (MW) of capacity and 32,000 megawatt-hours (MWh) of energy annually, contingent upon enactment of a specified amendment (which later became the Packard Amendment) to the Settlement Act;

- G. WHEREAS, on October 27, 2000, Section 211 of Public Law 106-377 – Appendix B (the “Packard Amendment”) amended the San Luis Rey Indian Water Rights Settlement Act by adding subsection 106(f), which directed the Secretary, in order to fulfill the trust responsibility to the Bands, acting through the Commissioner of Reclamation, to furnish annually to the San Luis Rey Settlement Parties in accordance with the Settlement Agreement: (1) a permanent supply of up to 16,000 acre-feet of the water conserved by lining certain unlined portions of the All-American Canal and its Coachella Branch; and (2) a permanent supply of power capacity and energy through a contract with the Yuma Area Contractors at no cost and at no further expense to the United States and the San Luis Rey Settlement Parties in an amount sufficient to convey the Settlement Parties’ portion of the conserved water from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands’ reservations or in the service areas of Escondido and Vista;
- H. WHEREAS, the Parties anticipate that the Supplemental Water will become available incrementally, as certain unlined portions of the All American Canal and its Coachella Branch are lined;
- I. WHEREAS, the All-American Canal Lining Project and the Coachella Canal Lining Project are being constructed for the purpose of conserving water from the Colorado River which is now lost due to seepage, and when said projects have been constructed, Metropolitan and the San Diego County Authority will be able to obtain water as a result of those lining projects for municipal and domestic purposes within their service areas;
- J. WHEREAS, all Parties also recognize that Section 106 of the Settlement Act provides that the Secretary may utilize existing programs and authorities to facilitate the development of water for the Settlement Parties;
- K. WHEREAS, all Parties recognize that arrangements with Metropolitan for exchange of the Supplemental Water offer the most practical means for making the Supplemental Water available for use by the Settlement Parties, and, accordingly, all Parties have an interest in insuring the availability of the physical and economic infrastructure necessary to enable the use of the Supplemental Water developed under the Settlement Act;
- L. WHEREAS, all Parties wish to finalize a set of arrangements that provide Metropolitan with equitable and sustainable consideration for its role in

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

Page 6

providing for the timely utilization of the Supplemental Water by the Settlement Parties;

- M. WHEREAS, the Parties are committed to achieving the completion of these efforts which will allow them to commit staff and resources to the remaining critical activities necessary to implement the All American Canal Lining Project, the Coachella Canal Lining Project and the Settlement Act; and
- N. WHEREAS, all Parties recognize that the Settlement Parties have made significant contributions to the lining of the All American Canal and its Coachella Branch, and that the Department of the Interior has utilized and will continue to utilize its existing programs and authorities to promote mutually advantageous relationships among the Settlement Parties, Metropolitan, and the United States.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants contained herein, Metropolitan, the United States, the Indian Water Authority, the Bands, and the Local Entities agree to the delivery and exchange of Supplemental Water and other valuable consideration in accordance with the following terms and conditions:

1. Quantity of Water Furnished by the United States.

The United States shall furnish Metropolitan with up to 16,000 acre-feet of Supplemental Water per year. The precise amount of Supplemental Water furnished shall be determined in accordance with the Allocation Agreement.

2. Term.

This Agreement shall commence on its effective date as defined in Section 28 and shall remain in effect for so long as Supplemental Water conserved by the All American Canal and Coachella Canal Lining Projects is available for use by the Settlement Parties.

3. Delivery Points of Supplemental Water to Metropolitan.

The United States shall furnish all Supplemental Water to be delivered to or exchanged with Metropolitan at the intake to Metropolitan's Colorado River Aqueduct, at a successor or substitute facility, or at such other location as is mutually agreed by the Parties.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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4. Delivery of Electrical Energy to Metropolitan.

a. Until the requirements of Section 104 of the Settlement Act have been satisfied, electrical energy provided by the Yuma Area Contractors pursuant to their letter agreement with the Settlement Parties dated October 10, 2000, shall be furnished to Metropolitan at the Gene Tie (subject to agreement with the Western Area Power Administration) or other mutually agreed upon location, at no cost and at no further expense to Metropolitan, the United States, or the Settlement Parties, 2,000 kWh of electrical energy for each acre-foot of Supplemental Water delivered each year. To the greatest extent feasible, said electrical energy shall be furnished continuously for delivery of such water.

b. After the requirements of Section 104 of the Settlement Act have been satisfied:

i. Electrical energy provided by the Yuma Area Contractors pursuant to their letter agreement with the Settlement Parties dated October 10, 2000 and/or the Packard Amendment, shall be furnished to Metropolitan at the Gene Tie (subject to agreement with the Western Area Power Administration) or other mutually agreed upon location, at no cost and at no further expense to Metropolitan, the United States, or the Settlement Parties, 2,000 kWh of electrical energy for each acre-foot of water exchanged each year. To the greatest extent feasible, said electrical energy shall be furnished continuously for exchange of water pursuant to this Agreement.

ii. If and to the extent that said electrical energy is not furnished through the Yuma Area Contractors as described in subparagraph i, the United States, pursuant to the Packard Amendment, shall nonetheless furnish said power annually and permanently at the lowest rate assigned to project use power within the jurisdiction of the Bureau of Reclamation in accordance with Exhibit E "Project Use Power" of the Agreement between Water and Power Resources Service, Department of the Interior, and Western Area Power Administration, Department of Energy (March 26, 1980), and the Settlement Parties shall pay the United States at such lowest rate assigned to project use power for all such power furnished. Such energy shall be furnished to Metropolitan at the Gene Tie (subject to agreement with the Western Area Power Administration) or other mutually agreed upon location.

iii. If and to the extent that said electrical energy is not furnished through the Yuma Area Contractors as described in subparagraph i, above, or by the United States as described in subparagraph ii, above, at their option, the Settlement Parties may furnish some or all of the electrical energy needed by Metropolitan to convey the Supplemental Water.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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iv. In the event and to the extent that neither the Yuma Area Contractors, the United States, nor the Settlement Parties furnish to Metropolitan 2,000 kWh of electrical energy for each acre foot of water to be exchanged, Metropolitan shall obtain said power from sources available to it, and the United States shall pay Metropolitan with funds previously advanced by the Settlement Parties for such power at Metropolitan's Average Unit Cost of Supplemental Power.

c. Subsections a and b are not intended to affect, modify, or negate any obligation that the Yuma Area Contractors or the United States may have to provide power pursuant to the Packard Amendment, the October 10, 2000 letter agreement between the Yuma Area Contractors and the Settlement Parties, or any other law or agreement, nor are they intended to affect any remedy that may be available to enforce those obligations.

d. Nothing in this Section creates any obligation of any kind for the United States to either provide or pay for transmission

5. Delivery and/or Exchange of the Supplemental Water.

a. Prior to the satisfaction of the requirements of Section 104 of the Settlement Act, the United States shall deliver to Metropolitan all or any portion of said Supplemental Water to the extent that such Supplemental Water would not displace any other water allocated to Metropolitan due to the availability of surplus water. Such Supplemental Water shall be delivered to Metropolitan in accordance with a monthly schedule provided by Metropolitan to the United States.

b. After the requirements of Section 104 of the Settlement Act have been satisfied, the United States shall deliver to Metropolitan all available Supplemental Water and Metropolitan shall provide by exchange a quantity of water to the United States for use by the Settlement Parties which is equal to the quantity of Supplemental Water delivered to Metropolitan.

6. Payments to Metropolitan for Providing Exchange Water.

a. The Settlement Parties shall advance funds to the United States for the purpose of making payments under this Section 6.

b. Metropolitan shall be paid \$97.19 for each acre-foot of water Metropolitan provides to the United States for use by the Settlement Parties in 2003 in exchange for Supplemental Water furnished to Metropolitan. Thereafter, the amount paid will increase at the rate of one and fifty-five hundredths percent (1.55%) per year for as long as this Agreement is in effect. A table showing the escalation of the payment per acre-foot through 2032 pursuant to this provision is attached as Exhibit B.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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c. In addition, Metropolitan shall be paid Metropolitan's Treatment Charges for all treated water provided to the United States for use by the Settlement Parties in exchange for Supplemental Water.

d. No other fees or charges, including but not limited to taxes, in lieu taxes, or annexation fees, shall be assessed or imposed by Metropolitan on the United States or the Settlement Parties in return for providing water in exchange for Supplemental Water.

e. Metropolitan shall invoice the United States and the United States shall make payments to Metropolitan, from funds previously received from the Settlement Parties, for the water provided by exchange in accordance with the provisions in Metropolitan's Administrative Code, sections 4507 and 4508, Billings and Payment for Water Deliveries, Additional Payment and Reporting in the Event of Delinquency in Payment for Water, as amended from time to time by Metropolitan's Board of Directors. It shall be the responsibility of Metropolitan to keep the United States and the Settlement Parties informed of amendments to these sections of its Administrative Code, but Metropolitan's failure to do so shall not relieve the United States of its obligations to make payments in accordance therewith from funds previously received from the Settlement Parties.

f. In the event the United States fails to make the payments required by this Agreement, Metropolitan shall give notice of such failure to the United States and to the Settlement Parties, along with a statement of the amount of the payment necessary to cure, and the United States and Settlement Parties shall have thirty (30) days from the date of such notice within which to cure. Only if the United States or the Settlement Parties do not timely cure may Metropolitan, in its sole discretion, terminate the exchange of Supplemental Water until all delinquent payments, including any applicable additional charges, have been paid.

g. Termination of the exchange of Supplemental Water until delinquent payments have been made, as provided in subsection 6.f, above, and dispute resolution as provided in Sections 16, 17, and 18, below, shall be Metropolitan's sole remedies for the failure of the United States or the Settlement Parties to make payments required by this agreement, provided that if Metropolitan has not been paid all amounts required by an arbitrator's award which has determined the amount owed within six months after a court of competent jurisdiction has entered a judgment or decree enforcing such arbitrator's award and that judgment or decree has become final, this Agreement shall automatically terminate with no further action required by Metropolitan.

7. Payments from Metropolitan for Supplemental Water and Related Power Delivered Prior to Satisfaction of Section 104.

a. As and to the extent that the Supplemental Water becomes available for use by Metropolitan as provided in subsection 5.a, above, Metropolitan shall pay the Indian Water Authority for such water at the rate of the greater of:

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

Page 10

- i. \$200.00 per acre-foot commencing on the effective date of this Agreement, or
 - ii. \$200.00 per acre-foot indexed to the annual change in the sum of Metropolitan's volumetric rates for water service commencing one year following the effective date of this Agreement.
- b. As and to the extent that electrical energy becomes available for use by Metropolitan to pump Supplemental Water as provided in Section 4.a, above, Metropolitan shall compensate the Indian Water Authority for power capacity and energy made available to Metropolitan for said purpose by the Yuma Area Contractors in an amount sufficient to pump the Supplemental Water in an amount per Megawatt-hour (MWh) which shall be determined by calculating the simple monthly average of off-peak energy prices for the month using the average of two widely published sources of energy indices. The index utilized will be that which most closely corresponds to the region in which Metropolitan procures Supplemental Energy; presently this region is designated South-Path 15 (SP-15). The sources of energy prices which shall be used shall be the Platts' Market Report and the Wall Street Journal's DJ Electricity Price Index, or their successors.
- c. The Indian Water Authority shall invoice Metropolitan for Supplemental Water and for the power furnished by the Yuma Area Contractors for use in delivering such water in the month following the month in which the Supplemental Water is delivered to Metropolitan by the United States for its use pursuant to this Agreement, and Metropolitan shall pay all such invoices within 30 days of receipt.
- d. Until the requirements of Section 104 of the Settlement Act are satisfied, the money paid by Metropolitan pursuant to this Section shall be held in trust by Metropolitan for the Indian Water Authority. It may be commingled with other Metropolitan funds, and shall bear interest at the average rate of interest earned by Metropolitan on its funds. Metropolitan shall provide monthly notices to the Indian Water Authority describing the status of the money held in trust pursuant to this Section 7, including the amount of interest earned on that money.
- e. After the requirements of Section 104 of the Settlement Act have been satisfied, the money held by Metropolitan pursuant to this Section, including all accrued interest, shall be paid to the Indian Water Authority.
- f. In lieu of the amounts set forth above, Metropolitan may pay for each acre foot of Supplemental Water made available for use by Metropolitan as provided in subsection 5.a, above, (including the 2,000 kilowatt-hours of electrical energy furnished to Metropolitan for pumping of that water) such amount as is mutually agreed by the Indian Water Authority and Metropolitan.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

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8. Temporary Disruptions.

a. After the requirements of Section 104 of the Settlement Act have been satisfied, if and to the extent that Supplemental Water is not provided by the United States to Metropolitan due to a temporary disruption in its availability, Metropolitan, at the request of the Indian Water Authority, shall sell to the United States water needed by the Indian Bands for their use up to the amount of Supplemental Water temporarily disrupted, but only to the extent that providing such water will not result in shortages to Metropolitan's member public agencies. The United States shall pay Metropolitan its then current water rates and charges for this water from funds previously received from the Indian Water Authority in accordance with the procedures set forth in Section 6. Temporary disruptions shall not affect the term of this Agreement.

b. Metropolitan shall invoice the United States and the United States shall make payments to Metropolitan, from funds previously received from the Indian Water Authority, for the water provided pursuant to this Section in accordance with the provisions in Metropolitan's Administrative Code, Sections 4507 and 4508, Billings and Payment for Water Deliveries, Additional Payment and Reporting in the Event of Delinquency in Payment for Water, as amended from time to time by Metropolitan's Board of Directors. It shall be the responsibility of Metropolitan to keep the United States and the Settlement Parties informed of amendments to these sections of its Administrative Code, but Metropolitan's failure to do so shall not relieve the United States of its obligations to make payments in accordance therewith from funds previously received from the Indian Water Authority.

c. In the event the United States fails to make the payments required by this Section, Metropolitan shall give notice of such failure to the United States and the Indian Water Authority, along with a statement of the amount of the payment necessary to cure, and the United States and the Indian Water Authority shall have thirty (30) days from the date of such notice within which to cure. Only if the United States or the Indian Water Authority does not timely cure may Metropolitan, in its sole discretion, terminate the provision of water during a temporary disruption until all delinquent payments, including any applicable additional charges, have been paid.

d. Termination of the provision of water during a temporary disruption of Supplemental Water until delinquent payments have been made, as provided in subsection c, above, and dispute resolution as provided in Sections 16, 17, and 18, below, shall be Metropolitan's sole remedies for the failure of the United States and the Indian Water Authority to make payments required by this Section.

9. Provision of Water by Metropolitan.

a. To the extent that it is operationally feasible, the Settlement Parties shall be permitted, at no expense to Metropolitan, to have one or more direct connections to Metropolitan's water distribution system constructed, either by themselves or in

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

Page 12

conjunction with others. Any such connection(s) shall be constructed either using the procedures set forth in Sections 4700 et seq. of Metropolitan's Administrative Code for construction of service connections requested by member public agencies, or pursuant to separate agreement with Metropolitan, and shall be subject to applicable environmental compliance.

b. Metropolitan shall provide water in exchange for Supplemental Water and any water provided in the event of temporary disruptions of Supplemental Water at the terminus of Metropolitan's water distribution system in San Diego County and/or at one or more direct connections to Metropolitan's water distribution system.

c. In the event there is a failure or malfunction in any part of Metropolitan's water distribution or conveyance system between the point where the United States furnishes Supplemental Water to Metropolitan and the point in Metropolitan's distribution or conveyance system where Metropolitan is to provide water to the United States for use by the Settlement Parties, including but not limited to a failure or malfunction caused by an Uncontrollable Force, Metropolitan will provide water to the United States for use by the Settlement Parties in the same manner as it provides water to its member public agencies which receive water from the same pipelines.

d. The water provided by Metropolitan pursuant to this Agreement shall be metered at the point or points of transfer from Metropolitan's water distribution system described in paragraph 9(b) above. Metropolitan shall not be responsible for any loss of water after the water leaves its distribution system.

e. All requests for water pursuant to this Agreement shall be made as follows:

i. For water which is to be provided via direct connections to Metropolitan's water distribution system, requests shall be made directly to Metropolitan in accordance with Metropolitan's procedures in effect at the time of the request for similar requests by its member public agencies.

ii. For water that is to be provided via facilities that are owned by other entities, requests shall be made in conjunction with such other entities.

f. Metropolitan shall not be responsible for any costs incurred in delivering the water beyond Metropolitan's existing distribution system.

g. The Settlement Parties shall also provide Metropolitan with an estimate of the schedule for the provision of water before April 1 of each year, in form provided by Metropolitan, with an estimate of the amounts of water to be furnished through any direct connection to Metropolitan's distribution system. Each estimate shall contain, at a minimum, for each direct connection to Metropolitan's distribution system and for each month of the year beginning with the succeeding July 1, and for all service connections

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

Page 13

collectively for each month of the succeeding four years, the quantity of water to be provided directly by Metropolitan to the United States. The estimate shall constitute the Settlement Parties' initial request for deliveries for the first of the five years covered therein.

10. Quality of Water Provided by Metropolitan

The United States may obtain either treated or untreated water from Metropolitan for use by the Settlement Parties pursuant to this Agreement, and Metropolitan shall only be obligated to provide water of the same quality as is or would be provided to its member public agencies at the same point for treated or untreated water, as the case may be.

11. Use of Water Provided.

a. Subject to any applicable federal approvals, the water provided by Metropolitan in exchange for Supplemental Water furnished to it by the United States shall only be:

- i. used by the Bands on their reservations,
- ii. used by the Local Entities within their service areas,
- iii. exchanged for water from other sources for use on the Bands' reservations or in the Local Entities' service areas, and/or
- iv. leased by the Bands for use by the Local Entities in their service areas.

b. Water provided by Metropolitan through this Agreement shall not be used in any manner that results in such water or water exchanged for such water being used outside of the reservations or outside of the service areas of the Local Entities or in a manner that would permit or result in a displacement of a sale of water by Metropolitan to persons other than the Settlement Parties.

c. Any deliveries of water to the United States for use by the Settlement Parties using facilities owned by persons or entities who are not parties to this Agreement will be the subject of a separate agreement or agreements between the United States and/or the Settlement Parties and such persons or entities.

d. Nothing in this Section shall be construed as consent by Metropolitan to use of water provided by Metropolitan to the United States for use by the Indian Water Authority or any or all of the Indian Bands outside of the boundaries of the reservations or the service areas of the Local Entities.

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12. Reliability of Deliveries.

Deliveries of available supplies to the United States for the use of the Settlement Parties will be made in the same manner as deliveries to Metropolitan's member public agencies that receive deliveries from the same pipeline(s). Whenever repairs or maintenance of Metropolitan's distribution system shall require suspension of delivery of water, such delivery may be suspended without liability on the part of Metropolitan provided, that except in cases of emergency, as determined by the Chief Executive Officer of Metropolitan, notice of such suspension of service shall be given to the Settlement Parties in advance of such suspension.

13. Indemnity and Hold Harmless.

Except for the United States, which shall be neither benefited nor burdened by this indemnity and hold harmless provision, each Party agrees to defend, indemnify and hold harmless the other Parties, their directors, agents, officers, employees, and authorized volunteers, from all costs, damages, liability, and claims caused by or arising out of or relating to that Party's own negligence. To the extent that more than one Party is determined to have been negligent, the Parties agree that each Party shall bear its own portion or percentage of liability based on principles of comparative fault and to indemnify and hold harmless the other Parties from that share.

14. Amendment.

Except as expressly provided herein, this Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby, and prior or contemporaneous agreements, understandings, or representations and statements, oral or written, are merged herein. No modification, waiver, amendment, discharge, or change of this agreement shall be valid unless the same is in writing and signed by the Parties against whom enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

15. Assignment; Successors in Interest.

No Party may assign or transfer any of its rights or obligations under this Agreement without the express written consent of all of the other Parties hereto. This Agreement shall be binding on and inure to the benefit of the Parties and their successors in interest.

16. Dispute Resolution; Mediation.

a. If a dispute not involving the United States arises out of or relates to this Agreement, or the breach thereof, and it is not resolved informally, the Parties shall attempt to resolve it by using the procedures set forth in this Section before resorting to arbitration or litigation. A Party requesting resolution of a dispute shall send written

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notice to all other Parties that shall set forth in detail the position of the Party requesting resolution. Within 60 days of the notice being sent, the Secretary, the General Manager of the Indian Water Authority, the chairperson of each of the Indian Bands, the Chief Executive Officer of Metropolitan, the Utilities Director of Escondido, and the General Manager of Vista or the respective authorized representatives of the Parties shall schedule a meeting, meet and attempt to resolve the dispute by a unanimous decision. In the event that all Parties' representatives are not present, a letter with the proposed action, signed by all the attending Parties' representatives, shall be sent to the absent Party's (Parties') representative(s) by certified mail, postage prepaid, return receipt requested. If no written protest from the absent Party's (Parties') representative is received by the other Parties within 60 days of the date of receipt of the letter with the proposed action, the decision shall be deemed unanimous and become final. Any written protest shall be mailed to each other Party's representative, and to each of the Parties by certified mail, postage prepaid, return receipt requested. Each Party shall bear its own expense for the dispute resolution proceedings. Any resolution shall be in writing and be binding on the Parties to this Agreement.

b. If said dispute cannot be settled through negotiation or through the procedure described above within 90 days of the conclusion of the dispute resolution meeting, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association

17. Dispute Resolution by Arbitration if Mediation Fails.

a. In the event that any dispute not involving the United States is not resolved using the procedure set forth in Section 16 above, said dispute shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules except as provided herein and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

b. Within thirty days after commencement of arbitration, the Settlement Parties/United States and Metropolitan shall each select one person to act as arbitrator, and the two selected shall select a third arbitrator within thirty days of their appointment. If the arbitrators selected by the Parties are unable to or fail to agree upon a third arbitrator, the American Arbitration Association shall select the third arbitrator. The third arbitrator shall act as chairperson of the arbitration panel and shall be independent from all Parties, having no past, present or pending relationship with any of the parties, unless unanimously consented thereto by the Parties to the dispute.

c. Arbitration shall be limited to the consideration and resolution of the issue(s) submitted. The panel of arbitrators shall not rewrite, change, or amend this Agreement. Any payment adjustments shall accrue interest monthly at the average rate earned by Metropolitan on its funds from the date the adjusted payment should have been paid until paid in full.

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d. The award of the arbitrators shall be in writing, shall be accompanied by a reasoned opinion, shall be signed by a majority of the arbitrators, and shall be rendered within 120 days after the date of the selection of the third arbitrator. Each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The administrative fees of arbitration and arbitrators' fees shall be borne 50 percent by Metropolitan and 50 percent by the Indian Water Authority, Vista, and Escondido, jointly.

18. Disputes Involving the United States.

Disputes under this Agreement involving the United States shall be presented first to the Regional Director of the Lower Colorado Region of the Bureau of Reclamation. The Regional Director shall be deemed to have denied the other Party's(ies') contention or claim if it is not acted upon within 30 days of its having been presented. The decision of the Regional Director shall be subject to appeal to the Commissioner of Reclamation by a notice of appeal accompanied by a statement of reasons filed with the Commissioner of Reclamation within 30 days after such decision. The Commissioner of Reclamation shall be deemed to have denied the other Party's(ies') contention or claim if it is not acted upon within 30 days of its having been presented. The decision of the Commissioner of Reclamation shall be subject to appeal to the Secretary by a notice of appeal accompanied by a statement of reasons filed with the Secretary within 30 days after such decision. The Secretary shall be deemed to have denied the appeal if it is not acted upon within 30 days of its having been presented. The decision of the Secretary may then be appealed to the federal courts to the extent permitted by and in accordance with federal law.

19. Waiver of Sovereign Immunity.

The Indian Water Authority and the Indian Bands hereby each grant a limited waiver of sovereign immunity from an unconsented suit for the sole purpose of permitting or compelling arbitration as provided in Section 18 and consent to the jurisdiction of, and to be sued in, the United States District Court for the Southern District of California, the United States Court of Appeals for the Ninth Circuit, and the United States Supreme Court for the purpose of compelling arbitration or enforcing an arbitration award or judgment. If the United States District Court for the Southern District of California lacks jurisdiction, the Indian Water Authority and the Indian Bands consent to be sued in the California state court system, or any other court of competent jurisdiction. The Indian Water Authority and the Indian Bands hereby waive any requirement of exhaustion of tribal remedies. The Indian Water Authority and the Indian Bands do not waive any aspect of their sovereign immunity with respect to actions by persons or entities not parties to this Agreement. This waiver of sovereign immunity from suit is limited to (i) an action to compel arbitration pursuant to Section 18 of this Agreement; and (ii) enforcement of a determination by the arbitrators that the Indian Water Authority or the Indian Bands owe money pursuant to the terms of this Agreement.

AGREEMENT RELATING TO SUPPLEMENTAL WATER

October 10, 2003

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20. Agreement Not a Precedent.

This Agreement shall not be regarded as a precedent for future delivery and exchange agreements or other arrangements.

21. Settlement Act Not Affected.

Nothing in this Agreement shall be deemed to modify or affect the obligations and responsibilities of the United States and the Settlement Parties under the Settlement Act.

22. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by any Party except when such waiver is given in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or their relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

23. No Third-Party Rights.

The Parties do not intend to create rights in or to grant remedies to any third party or others as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.

24. Uncontrollable Force.

None of the Parties shall be considered to be in default in the performance of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean an action of the elements, excluding severe and/or prolonged low-flow conditions on the Colorado River; the act or threat of any public enemy; Acts of God; court order; war and war defense conditions; and strikes or other labor disputes; or other causes beyond its control. Each Party shall use reasonable diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default. However, nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Parties and shall exercise due diligence to remove such inability to the fullest extent practicable with all reasonable dispatch.

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October 10, 2003

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25. Governing Law.

This Agreement shall be interpreted, governed by and construed under applicable federal law and the laws of the State of California to the extent such state laws are not inconsistent with any applicable federal law.

26. Notices.

Any notice given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service, addressed to the respective parties as follows:

Secretary of the Interior
U.S. Department of the Interior
18th and C Streets, Northwest
Washington, D. C. 20240

Chief Executive Officer
The Metropolitan Water District
of Southern California

By personal service or overnight delivery:
700 North Alameda Street
Los Angeles, California 90012-2944

By U.S. mail:
Post Office Box 54153
Los Angeles, California 90054-0153

General Manager
San Luis Rey River Indian Water Authority
1010 Pauma Reservation Road
P.O. Box 428
Pauma Valley, California 92061

City Manager
(With additional copy to City Attorney)
City of Escondido
201 North Broadway
Escondido, California 92025

General Manager
Vista Irrigation District
1391 Engineer Street
Vista, California 92081-8836

AGREEMENT RELATING TO SUPPLEMENTAL WATER
October 10, 2003
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La Jolla Band of Mission Indians
Attn: Chairperson
22000 Hwy. 76 Pauma Valley, California 92061

Pala Band of Mission Indians
Attn: Chairperson
35955 Pala Temecula Road
P.O. Box 50
Pala, California 92059-0043

Pauma Band of Mission Indians
Attn: Chairperson
1010 Pauma Reservation Road
P.O. Box 369
Pauma Valley, California 92061

Rincon Band of Mission Indians
Attn: Chairperson
33750 Valley Center Road
P.O. Box 68
Valley Center, California 92082

San Pasqual Band of Mission Indians
Attn: Chairman
27458 N. Lake Wohlford Road
P.O. Box 365
Valley Center, California 92082

27. Change of Address.

Any Party may change the addressee or address to which notices are to be sent by giving notice of such change of addressee or address in conformity with the provisions of Section 26 for the giving of notice.

28. Effective Date and Approval.

The effective date of this Agreement shall be the last date on which all of the following events shall have occurred:

a. Approval by the governing bodies of Metropolitan, Escondido, Vista, the Indian Water Authority, and each of the Indian Bands, and due execution of this Agreement by all Parties.

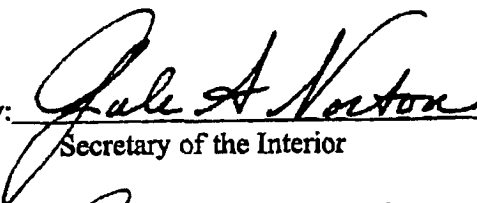
b. Execution of this Agreement by the Secretary.

AGREEMENT RELATING TO SUPPLEMENTAL WATER
October 10, 2003
Page 20


c. The Allocation Agreement has become effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

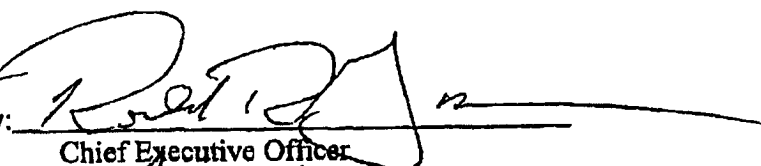
UNITED STATES OF AMERICA

By: 
Secretary of the Interior

Approved as to form:

By: 

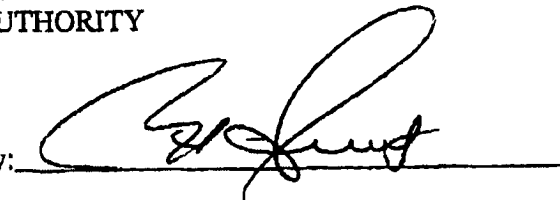
THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

By: 
Chief Executive Officer

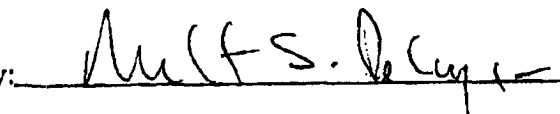
Approved as to form:

By: 
General Counsel

SAN LUIS REY RIVER INDIAN WATER
AUTHORITY

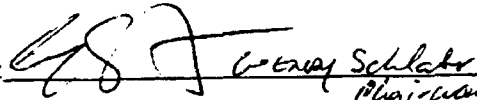
By: 

Approved as to form:

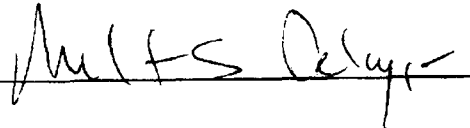
By: 

AGREEMENT RELATING TO SUPPLEMENTAL WATER
October 10, 2003
Page 21

LA JOLLA BAND OF MISSION INDIANS

By: 
Chairman

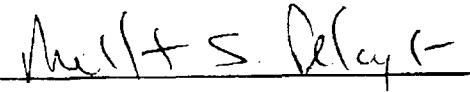
Approved as to form:

By: 

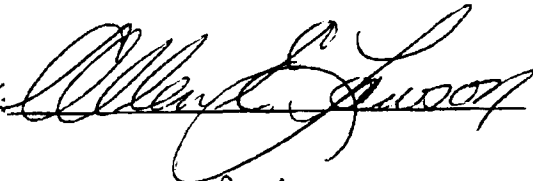
RINCON BAND OF MISSION INDIANS

By: 

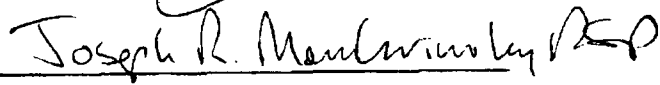
Approved as to form:

By: 

SAN PASQUAL BAND OF MISSION INDIANS

By: 

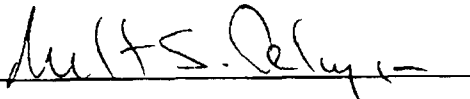
Approved as to form:

By: 

PAUMA BAND OF MISSION INDIANS

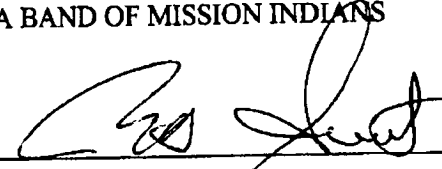
By: 

Approved as to form:

By: 

AGREEMENT RELATING TO SUPPLEMENTAL WATER
October 10, 2003
Page 22

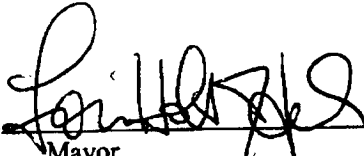
PALA BAND OF MISSION INDIANS

By: 

Approved as to form:

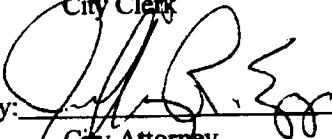
By: Barbara Larshmer

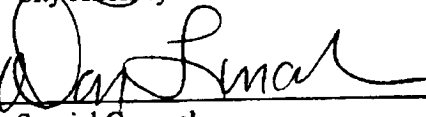
CITY OF ESCONDIDO

By: 
Mayor

By: 
City Clerk

Approved as to form:

By: 
City Attorney

By: 
Special Counsel

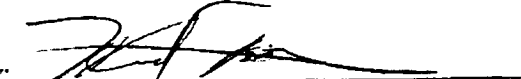
AGREEMENT RELATING TO SUPPLEMENTAL WATER
October 10, 2003
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VISTA IRRIGATION DISTRICT

By: 
President, Board of Directors

By: 
General Manager

Approved as to form:

By: 
General Counsel

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October 10, 2003
Page 24

Exhibit A

Copy of October 10, 2000 Letter Agreement between the Yuma Area Contractors and the Settlement Parties.

YUMA AREA AGGREGATE POWER MANAGERS

Wellton-Mohawk Irrigation & Drainage District
30570 Wellton-Mohawk Drive
Wellton, Arizona 85356
(520) 785-3351
(520) 785-3389 fax

Yuma County Water Users' Association
Post Office Box 5775
Yuma, Arizona 85366-5775
(520) 627-8824
(520) 627-3065 fax

October 10, 2000

Ben Magante, President
San Luis Rey River Indian Water Authority
P.O. Box 428
Pauma Valley, California 92061

Jeffrey R. Epp, City Attorney
City of Escondido
Civic Center Plaza
201 North Broadway
Escondido, California 92025

John A. Amodeo, General Manager and Chief Engineer
Vista Irrigation District
202 West Connecticut Avenue
Vista, California 92083-3696

Re: Provision of power capacity and energy for the benefit of the San Luis Rey Indian Water Rights Settlement

Gentlemen:

Pending legislation would give the Indian Bands represented by the San Luis Rey River Indian Water Authority, the City of Escondido, and Vista Irrigation District ("Settlement Parties") the right to power capacity and energy at Parker-Davis project use rates sufficient to convey up to 16,000 acre-feet of water from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands' reservations or in the local entities' service areas in San Diego County. Such a right could be incompatible with the interests of the Yuma County Water Users' Association and the Wellton-Mohawk Irrigation and Drainage District which together comprise the Yuma Area Aggregate Power Managers ("Yuma Area Contractors") as identified in Bureau of Reclamation Contracts numbered 6-CU-30-P1136, 6-CU-30-P1137, and 6-CU-30-P1138 ("Yuma Area Contracts").

The Yuma Area Contractors seek the assistance of the Settlement Parties to avoid such a result, to provide at no expense power capacity and energy sufficient to convey 16,000 acre-feet of water annually as described below, and further to obtain authorization from the Secretary of the Interior for the Yuma Area Contractors to use permanently federal project use power for the full range of purposes as identified in the Yuma Area Contracts. In consideration for the assistance of the Settlement Parties in obtaining that authority, and for other good and valuable consideration, the Yuma Area Contractors, their successors and assigns, hereby agree to provide

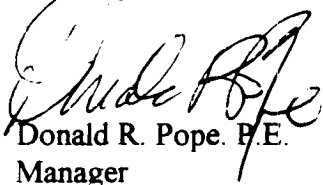
Messrs. Magante, Epp and Amodeo
October , 2000
Page 2

annually and permanently, at no cost to the United States, the Bands as defined in section 102(1) of Public Law 100-675, the Indian Water Authority as defined in Section 102(3) of Public Law 100-675, and the local entities as defined in section 102(4) of Public Law 100-675, not to exceed seven (7) megawatts capacity and 32,000 megawatt hours energy annually to convey 16,000 acre-feet of water (estimated at 2000 kilowatt hours per acre-foot) from Lake Havasu through the Colorado River Aqueduct and to the places of use on the Bands' reservations or in the local entities' service areas. Provision of such power capacity and energy shall be contingent upon enactment into law of the amendment to Section 106 of the of the San Luis Rey Indian Water Rights Settlement Act (Public Law 100-675, 102 Stat. 4000) attached hereto and commence on the date when conserved water from the works authorized by Title II of Public Law 100-675 first becomes available.

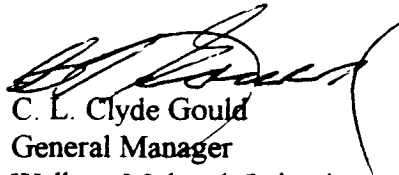
The undersigned represent that they are fully authorized to make this agreement on behalf of the Yuma Area Contractors.

Please indicate your agreement and acceptance at the foot of this letter. This may be executed in counterparts. Time is of the essence.

Sincerely,



Donald R. Pope, P.E.
Manager
Yuma County Water Users' Association
Yuma, Arizona 85364



C. L. Clyde Gould
General Manager
Wellton-Mohawk Irrigation and Drainage District
Wellton, Arizona 85356

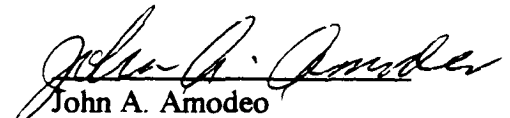
Attachment

Agreed to and Accepted:



Ben Magante, President
San Luis Rey River
Indian Water Authority

Jeffrey R. Epp, City Attorney
City of Escondido



John A. Amodeo
General Manager and
Chief Engineer
Vista Irrigation District

Date 10-14-00

Date 10/19/00

Date 10/23/00



Cash Disbursement Report

Payment Dates 1/25/2024 - 2/7/2024

Payment Number	Payment Date	Vendor	Description	Amount
74070	01/31/2024	Refund Check 74070	Customer Refund	270.23
74071	01/31/2024	A-1 Irrigation, Inc	Check Valve (1)	63.80
74072	01/31/2024	Amazon Capital Services	Warehouse Supplies	110.61
	01/31/2024		Procurement Books (3)	125.34
	01/31/2024		UV Lamp for Lab	237.07
	01/31/2024		Standards Method Book	389.30
74073	01/31/2024	Auto Specialist Warehouse	Brake Pads, Rotors - Truck 63	179.26
	01/31/2024		Bearings & Seals - Truck 63	71.94
	01/31/2024		Brake Pads - Truck 20	84.98
74074	01/31/2024	Cecilia's Safety Service Inc	Traffic Control - Bell Air West	2,945.00
	01/31/2024		Traffic Control - Bandini Place	1,035.00
	01/31/2024		Traffic Control - Burke Rd & Caren Rd	2,707.50
	01/31/2024		Traffic Control - Alta Vista Terrace	1,757.50
	01/31/2024		Traffic Control - Alta Vista Dr	1,615.00
	01/31/2024		Traffic Control - Eaton Way	855.00
74075	01/31/2024	Christina Moyer	Reimburse - CAPPO 2024 Conference	247.46
74076	01/31/2024	760Print	Door Hangers/Door Hanger Policy	3,276.73
74077	01/31/2024	City Of Escondido	Escondido Water Treatment Plant 11/2023 - 12/2023	297,451.25
74078	01/31/2024	Complete Office of California, Inc	Office Supplies	256.67
	01/31/2024		Office Supplies	89.89
74079	01/31/2024	Electrical Sales Inc	Conduit Supplies - E Reservoir	550.04
	01/31/2024		Conduit Supplies - E Reservoir	62.22
	01/31/2024		Hole Cutter Kit, Pilot Drill	213.34
74080	01/31/2024	Ferguson Waterworks	3" Discs (3)	139.64
74081	01/31/2024	Fidelity Security Life Insurance Co (EyeMed)	Vision Insurance 02/2024 - Cobra	26.34
	01/31/2024		Vision Insurance 02/2024 - Cobra	8.78
	01/31/2024		Vision Insurance 02/2024 - Cobra	22.54
	01/31/2024		Vision Insurance 02/2024 - Cobra	14.24
	01/31/2024		Vision Insurance 02/2024 - Cobra	14.24
	01/31/2024		Vision Insurance 02/2024 - Cobra	14.24
	01/31/2024		Vision Insurance 02/2024 - Cobra	14.24
	01/31/2024		Vision Insurance 02/2024 - Employees	1,571.46
	01/31/2024		Vision Insurance 02/2024 - J MacKenzie	14.24
	01/31/2024		Vision Insurance 02/2024 - P Kuchinsky	14.24
	01/31/2024		Vision Insurance 02/2024 - R Vasquez	14.24

Payment Number	Payment Date	Vendor	Description	Amount
	01/31/2024		Vision Insurance 02/2024 - P Sanchez	14.24
	01/31/2024		Vision Insurance 02/2024 - M Miller	14.24
74082	01/31/2024	Garda CL West, Inc	Armored Deposit Transport 02/2024	438.50
74083	01/31/2024	Grainger	Wire Splice Kit	47.68
	01/31/2024		Air/Water Separator Filters (2)	212.07
	01/31/2024		Limit Switch (6)	752.90
	01/31/2024		Compressor Valve - Station 4	89.17
	01/31/2024		UPS for SCADA (2)	584.95
	01/31/2024		UPS for SCADA (4)	1,169.92
	01/31/2024		Warehouse Supplies	120.51
	01/31/2024		Actuator	110.59
	01/31/2024		Strainer Valves (2)	277.31
74084	01/31/2024	Hach Company	CL-17 Analyzer Swabs, HPC Plates	506.41
74085	01/31/2024	iFlow Inc	Meter 1" electronic read (40)	5,763.66
74086	01/31/2024	Joe's Paving	Patch Paving	9,845.20
74087	01/31/2024	K2 Calibrations LLC	Air Monitor Batteries	296.45
74088	01/31/2024	Ken Grody Ford Carlsbad	Replaced Fuel Injector, Oil & Filter - Truck 49	1,399.82
74089	01/31/2024	Kronick Moskovitz Tiedemann & Girard	Legal 12/2023	4,141.00
74090	01/31/2024	Mallory Safety and Supply, LLC	Lime Hi-Viz Vest MED (6)	134.12
	01/31/2024		Lime Hi-Viz Vest LG (1)	22.36
74091	01/31/2024	Mission Automotive Equipment & Lifts Inc	Replaced Failed Oil Pump On Bulk Oil Tank 15w40	1,306.78
	01/31/2024		Repaired Oil Leak at 5w30 Hose Reel	622.59
74092	01/31/2024	Moodys	Dump Fees/Oversized (4)	2,400.00
74093	01/31/2024	NAPA Auto Parts	Balance Weights, Filters	38.57
74094	01/31/2024	North County Auto Parts	Wiper Blades (11)	121.22
	01/31/2024		Relay - Truck 47	25.62
	01/31/2024		Shop Chemicals	31.97
	01/31/2024		Shop Chemicals, Oil	269.53
74095	01/31/2024	Pool & Electrical Products Inc	Chlorine Dispensers (2)	18.72
74096	01/31/2024	Powerland Equipment, Inc	Fuel System Service - John Deere Tractor	293.07
74097	01/31/2024	Ramona Disposal Service	Trash Service 01/2024	327.83
74098	01/31/2024	RS Americas Inc	Power Supply	138.74
74099	01/31/2024	SiteOne Landscape Supply, LLC	Primer Christy's Purple (12)	200.92
	01/31/2024		Weld On 725 Wet Dry PVC Glue (12)	224.71
	01/31/2024		Ultraseal PTFE Thread Sealant, HP / 8 oz (24)	553.79
74100	01/31/2024	Sloan Electric Company	Fire System Pump & Motor - Henshaw Road House	2,557.19
74101	01/31/2024	Stillwater Sciences	HABs Management Plan 11/2023 - Phase II	16,182.25
74102	01/31/2024	Sunrise Materials Inc	8" x 2" x 16" Grey Cap Blocks (480)	1,688.70
	01/31/2024		Delivery Charge	173.20
	01/31/2024		Pallet Deposit	80.11

Payment Number	Payment Date	Vendor	Description	Amount
74103	01/31/2024	Ditch Witch West	Panel - VE2	1,286.68
	01/31/2024		Parts for High Pressure Water Pump - VE2	245.58
	01/31/2024		Flow Switch - VE2	386.84
74104	01/31/2024	Bend Genetics, LLC	HABs Lab Analysis	2,311.00
	01/31/2024		HABs Lab Analysis	2,311.00
74105	01/31/2024	UniFirst Corporation	Uniform Service	265.41
74106	01/31/2024	Valley CM, Inc	E Reservoir Replacement & Pump Station 12/2023	51,144.28
74107	01/31/2024	Verizon Wireless	Air Cards (4)	152.04
	01/31/2024		Cell Phones 12/16/23 - 01/15/24	2,199.53
74108	01/31/2024	Vinje & Middleton Engineering Inc	Class II Compaction Test - Watson Way	558.75
74109	01/31/2024	Weck Laboratories, Inc	Mid-Lake Samples 12/2023	545.00
74110	01/31/2024	West Coast Civil, Inc	Water Main Abandonment - Independence Way (TO 24-01)	1,920.00
74111	01/31/2024	TS Industrial Supply	Wrench T-Handle 5'-9" SW-510 (7)	203.08
	01/31/2024		Towel Wypall X80 (7)	375.86
	01/31/2024		Hammer 3lb Brass Sledge (2)	279.29
	01/31/2024		Hammer 4lb Steel Sledge (2)	56.72
	01/31/2024		Gloves Thickster Nitrile XL 100 per box (10)	281.45
	01/31/2024		Marking Paint Roller (1)	41.61
	01/31/2024		Sling Lifting 2"x10' Heavy Duty (2)	82.05
	01/31/2024		Wire Wheel 4" (4)	99.59
	01/31/2024		Measuring Tape Holder 25' (5)	115.02
	01/31/2024		Ratchet .5" Long Handle (1)	77.62
74112	01/31/2024	Xerox Corporation	Xerox Maintenance & Supplies	309.50
74113	02/07/2024	ACWA/JPIA	Medical & Dental Insurance 03/2024 - Cobra	33.72
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	207.27
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	69.09
	02/07/2024		Medical & Dental Insurance 03/2024 - Cobra	33.72
	02/07/2024		Medical & Dental Insurance 03/2024 - Employees	189,547.50
	02/07/2024		Medical & Dental Insurance 03/2024 - Retirees	45,504.75
	02/07/2024		Medical & Dental Insurance 03/2024 - P Sanchez	1,714.01
	02/07/2024		Medical & Dental Insurance 03/2024 - R Vasquez	2,128.59
	02/07/2024		Medical & Dental Insurance 03/2024 - M Miller	1,714.01
	02/07/2024		Medical & Dental Insurance 03/2024 - J MacKenzie	1,714.01
	02/07/2024		Medical & Dental Insurance 03/2024 - P Kuchinsky	1,714.01
74114	02/07/2024	Amazon Capital Services	HABs Lab Supplies	82.90

Payment Number	Payment Date	Vendor	Description	Amount
	02/07/2024		Footwear Program	108.20
74115	02/07/2024	BAVCO	Backflow Preventers (2)	2,770.80
74116	02/07/2024	Big Drip Plumbing	Meter Tie-Backs (4) - Watson Way	4,850.00
74117	02/07/2024	Brown and Caldwell	Flume Replacement Alignment Study 10/27 -11/23/23	50,486.90
74118	02/07/2024	Bryan and the Bee's	Live Bee Removal (1)	192.50
	02/07/2024		Live Bee Removal (1)	192.50
	02/07/2024		Live Bee Removal (1)	192.50
	02/07/2024		Live Bee Removal (1)	192.50
	02/07/2024		Live Bee Removal (1)	192.50
74119	02/07/2024	CDW Government Inc	InDesign Renewal	951.84
	02/07/2024		Acrobat Pro Renewal	540.06
74120	02/07/2024	Cecilia's Safety Service Inc	Traffic Control - Camino Loma Verde	1,045.00
	02/07/2024		Traffic Control - Old Taylor St	3,325.00
	02/07/2024		Traffic Control - Monte Vista Dr	522.50
	02/07/2024		Traffic Control - Intersection of Sycamore/Hibiscus	1,710.00
74121	02/07/2024	City Of Escondido	Escondido Canal Operating Cost 10/2023 - 12/2023	123,370.29
74122	02/07/2024	Complete Office of California, Inc	Office Supplies	350.46
	02/07/2024		Office Supplies	(89.89)
74123	02/07/2024	Core & Main	Angle Ball Valve 2" FNPT X MNPT (CurbStop) (5)	1,851.08
	02/07/2024		Ball Meter Valve 2" FLG X FIP DD & Lockwing (1)	388.62
74124	02/07/2024	Cosco Fire Protection, Inc	Annual Fire Extinguisher Inspection	625.00
74125	02/07/2024	County of San Diego	Permit Fee 12/2023 - Watson Way	200.00
74126	02/07/2024	Diamond Environmental Services	Portable Restroom Service	108.01
	02/07/2024		Portable Restroom Service	100.57
74127	02/07/2024	DIRECTV	Direct TV Service	118.24
74128	02/07/2024	EDCO Waste & Recycling Services Inc	Trash Service	463.30
74129	02/07/2024	Ferguson Waterworks	3/4" x 1" Meter Bushing /Ford/A34NL (2)	29.63
	02/07/2024		Zinc Anode bag 30lb (54)	10,884.32
	02/07/2024		Stainless Steel Bushings (120)	585.42
74130	02/07/2024	Grainger	Actuators (2)	221.17
74131	02/07/2024	Hawthorne Machinery Co	Battery Isolation Switch - B24	(123.82)
	02/07/2024		Lamp & Bulb	(592.37)
	02/07/2024		Door Handle/Lock Assembly, Gasket - L6	147.09
	02/07/2024		Front Vertical Rubber Bumpers - B24	269.18
	02/07/2024		Front Grille & Frame	541.52
	02/07/2024		Equipment Grease	112.49
	02/07/2024		Battery Isolation Switch - B24	123.82
	02/07/2024		Filters - L6	87.44
	02/07/2024		Digging Teeth - Backhoes	364.76
	02/07/2024		Roof Panels - B22	347.24

Payment Number	Payment Date	Vendor	Description	Amount
	02/07/2024		Windshield - B22	1,075.18
	02/07/2024		Lamp & Bulb	592.37
74132	02/07/2024	Hello Deli	Lunch 1/30/24 (6) - Administrative Assistant Interviews	123.55
74133	02/07/2024	Inland Kenworth (US) Inc	Brake Canisters - T22	95.22
74134	02/07/2024	Jeff McNeal Productions	On Hold Messaging	220.00
74135	02/07/2024	Joe's Paving	Patch Paving - Ridge Rd, Highview Trail, Hannalei	3,250.25
	02/07/2024		Asphalt Trench Repair - Cabrillo Circle	11,076.50
74136	02/07/2024	Jan-Pro of San Diego	Janitorial Service 01/2024	4,497.00
74137	02/07/2024	Ken Grody Ford Carlsbad	Replaced Ball Joints, Wheel Bearings, Alignment - Truck 26	1,587.60
74138	02/07/2024	Major League Pest	Monthly Pest Control Service	225.00
74139	02/07/2024	Makelele Systems Landscape & Maintenance, Inc	Landscape Service 01/2024	1,650.00
74140	02/07/2024	Mallory Safety and Supply, LLC	Lime Vest Hi-Viz LG (1)	22.36
74141	02/07/2024	Moodys	Dump Fee/Oversize (1)	600.00
	02/07/2024		Dump Fees/Oversize (4)	2,400.00
74142	02/07/2024	NAPA Auto Parts	Filters, Tire Glue	109.04
	02/07/2024		Tool for Wheel Weights	55.20
	02/07/2024		Balance Weights	35.93
	02/07/2024		Filters	35.06
74143	02/07/2024	North County Pool Center Inc	Chlorine (4)	36.24
74144	02/07/2024	O'Reilly Auto Parts	Ignition Control Module - Truck 5	48.34
74145	02/07/2024	Pacific Pipeline Supply	Valve Vault Sump Pump Assembly Parts - E Reservoir	228.72
	02/07/2024		Speed Wrenches (2)	163.78
	02/07/2024		Copper Repair Clamps (3)	162.34
74146	02/07/2024	Parkhouse Tire Inc	Tires (4) - Truck 14	796.58
	02/07/2024		Tires (2) - VE2	341.59
74147	02/07/2024	Quadient Finance USA, Inc	Postage Meter Refill	2,500.00
74148	02/07/2024	Registry	2023 Caterpillar Backhoe Plate	88.00
74149	02/07/2024	San Diego Chapter CSDA	CSDA Dinner Meeting 02/15/24 - J MacKenzie	70.00
	02/07/2024		CSDA Dinner Meeting 02/15/24 - B Hodgkiss	70.00
74150	02/07/2024	San Diego Co Superintendent of Schools	Splash Labs 1/19/24 & 1/31/24	1,710.00
74151	02/07/2024	San Diego Gas & Electric	Gas 01/2024	1,514.60
	02/07/2024		Electric 01/2024 - Henshaw Buildings & Grounds	685.69
	02/07/2024		Electric 01/2024 - Henshaw Well Field	7,315.64
	02/07/2024		Electric 01/2024 - VID Headquarter	5,800.89
	02/07/2024		Electric 01/2024 - Warner Ranch House	100.44
74152	02/07/2024	Shallako Goodrick	Reimburse - CSMFO Conference	174.13
74153	02/07/2024	SiteOne Landscape Supply, LLC	MD Reservoir Drain Sump	25.41
74154	02/07/2024	Southern Counties Lubricants, LLC	Fuel 01/15/24 - 01/31/24	211.42
74155	02/07/2024	The UPS Store 0971	Shipping 01/2024	774.73
74156	02/07/2024	Johnson Controls Security Solutions LLC	Security/Fire Monitoring & Maintenance 02/24-04/24	3,378.32

Payment Number	Payment Date	Vendor	Description	Amount
74157	02/07/2024	UC Regents	Scholarship Award	1,500.00
74158	02/07/2024	UniFirst Corporation	Uniform Service	233.64
74159	02/07/2024	Vulcan Materials Company and Affiliates	Cold Mix	3,024.33
74160	02/07/2024	Watts Regulator Company	Lab Supplies	801.52
74161	02/07/2024	West Coast Safety Supply, Inc	Safety Supplies - Full Body Harness (2)	499.33
74162	02/07/2024	TS Industrial Supply	Abrasive Mesh Roll 180G (6)	134.44
	02/07/2024		Flaring 1" Tool (1)	27.98
	02/07/2024		5' Spray Wand & Handle Assembly - VE2	171.96
	02/07/2024		2" Black Pipe Wrap Tape (24)	227.33
	02/07/2024		Striping Paint White #710 (24)	198.75
	02/07/2024		Striping Paint Blue #750 (24)	198.75
	02/07/2024		Towa Powergrip 3/4 Thermal Gloves / Medium (12)	155.88
	02/07/2024		Towa Powergrip 3/4 Thermal Gloves / Extra Large (12)	155.88
	02/07/2024		Goliath Safety Glasses / Blk Frm - Gry Lens (12)	116.91
	02/07/2024		Leather Safety Gloves / Large / Brown Cuff (12)	116.26
	02/07/2024		Electrical Tape Black / 3/4" x 60' / 7-Mil (40)	70.58
	02/07/2024		Survey Marking Paint Fluorescent Pink #229 (12)	69.63
	02/07/2024		Duct Tape #398 / 2" x 60 yd (4)	51.96
	02/07/2024		Max Earplug / Uncorded / #Max 1 / 200 per box (1)	38.97
	02/07/2024		Utility Scrub Brush / 8 1/2" / Brown / Plastic Hdl (4)	26.15
	02/07/2024		Maxi Flex Gloves G-Tek / XL / Yellow Cuff (24)	143.41
	02/07/2024		Wire Brush / Wood Handle / 4 x 19 / 14" (5)	22.41
Grand Total:				949,306.67



Agenda Item: 7

STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: CLOSED SESSION FOR CONFERENCE WITH REAL PROPERTY NEGOTIATORS

SUMMARY: Discussion concerning real property transactions in compliance with Government Code section 54956.8 regarding:

Real Property Negotiations: 224-260-23, 46
Property: 50 foot wide Vista Flume easement south of Nutmeg Street
VID Negotiators: Brett Hodgkiss, General Manager and
Randy Whitmann, Director of Engineering
Negotiating Parties: Nutmeg 134 LLC
Under Negotiation: Price and terms



STAFF REPORT

Agenda Item: 8

Board Meeting Date: February 20, 2024
Prepared By: Randy Whitmann
Approved By: Brett Hodgkiss

SUBJECT: NUTMEG HOMES

RECOMMENDATIONS:

1. Approve this waterline project for a 134-unit residential development known as Nutmeg Homes, consisting of approximately 6.9 gross acres owned by Nutmeg 134, LLC, located along Nutmeg Street between Centre City Parkway and Interstate 15, Escondido (LN 2022-015; APNs 224-230-23, 56, and 47).
2. Authorize the General Manager to execute the “Agreement for Purchase and Sale of Flume Easement Quitclaim and Acceptance of Nutmeg Street Improvements.”
3. Adopt Resolution No. 2024-XX authorizing participation in a Community Facilities District for Nutmeg Homes and authorize the General Manager to execute the “Joint Community Facilities Agreement by and among California Municipal Finance Authority and Vista Irrigation District and Nutmeg 134, LLC.”

PRIOR BOARD ACTION: In 1925, the Board accepted Flume Grant of Right of Way (C5).

FISCAL IMPACT: The development will raise the grade of Nutmeg Street over approximately 400 feet of the 48-inch PVC Caldwell Siphon section of the Flume, resulting in additional expenses to the District if/when repairs are needed due to deeper excavations resulting from the additional fill. In-lieu of replacing (raising) the pipeline as part of the project, the developer will provide a \$1,000,000 bond to cover any pipeline repairs during construction and pay the District \$400,000 (In-Lieu Fee) to compensate the District for increased maintenance costs after construction. Additionally, the developer will purchase the 0.74 acre Flume easement over the property for \$190,000 (Easement Price) based on an appraisal completed for the District in March 2023. The \$590,000 (\$400,000 In-Lieu Fee plus \$190,000 Easement Price) will be a non-refundable cash payment to the District made prior to issuance of a grading permit by the City of Escondido (Escondido).

The Community Facilities District (CFD), adopted by Escondido’s City Council on January 10, 2024, will reimburse the developer \$590,000 once bond proceeds are available. Participation in the CFD requires the District to use the money on the installation of District facilities; said funds will be allocated to the ongoing mainline replacement program.

SUMMARY: Improvement plans for this development are currently in plan check and consists of minor improvements to the Caldwell Siphon pipeline appurtenances to accommodate grade changes along Nutmeg Street (e.g., adjusting blow-off and air valve locations); approval of this project will allow the General Manager to execute a construction agreement with the developer and sign the tract map to acknowledge the existing Flume easement once plans are approved by the District. Executing the “Agreement for Purchase and Sale of Flume Easement Quitclaim and Acceptance of Nutmeg Street Improvements” (Purchase Agreement) sets the total price for the In-Lieu Fee and Easement Price, references the District’s agreement to participate in the CFD (via separate agreement), and establishes timing and requirements of various project milestones related to payment, project approvals, permits, and quitclaiming the Flume easement. Adopting the resolution allows the District to participate in the CFD through a Joint Community Facilities Agreement (JCFA) and allows the developer to be reimbursed for the payment to the District once bond proceeds are available.

DETAILED REPORT: Upon Board approval of the project and execution of agreements, the general following project sequencing will occur:

Rough Grading

- The District will review and sign the rough grading plans.
- Prior to issuance of the rough grading permit by Escondido, the developer will pay the District \$590,000 and apply for a temporary encroachment permit to work within the District's Flume easement over the property.
- Following issuance of the rough grading permit, the developer will remove and properly dispose of all abandoned District facilities on the property within the Flume easement; the District will then record a quitclaim deed for the Flume easement signed by the General Manager.

Street Improvements

- Concurrently and independent of the timing of the rough grading work, the District will continue to plan check review the precise grading and improvement plans and tract map. Following final approval, the plans, map and a construction agreement will be signed by the Director of Engineering or General Manager, which will allow commencement of the Nutmeg Street improvements.
- During construction and after CFD bond proceeds are available, the District will sign Exhibit B in the JCFA confirming District facilities have been installed (i.e., pipelines through the main replacement program) and instruct the CFD to make payment to the developer.

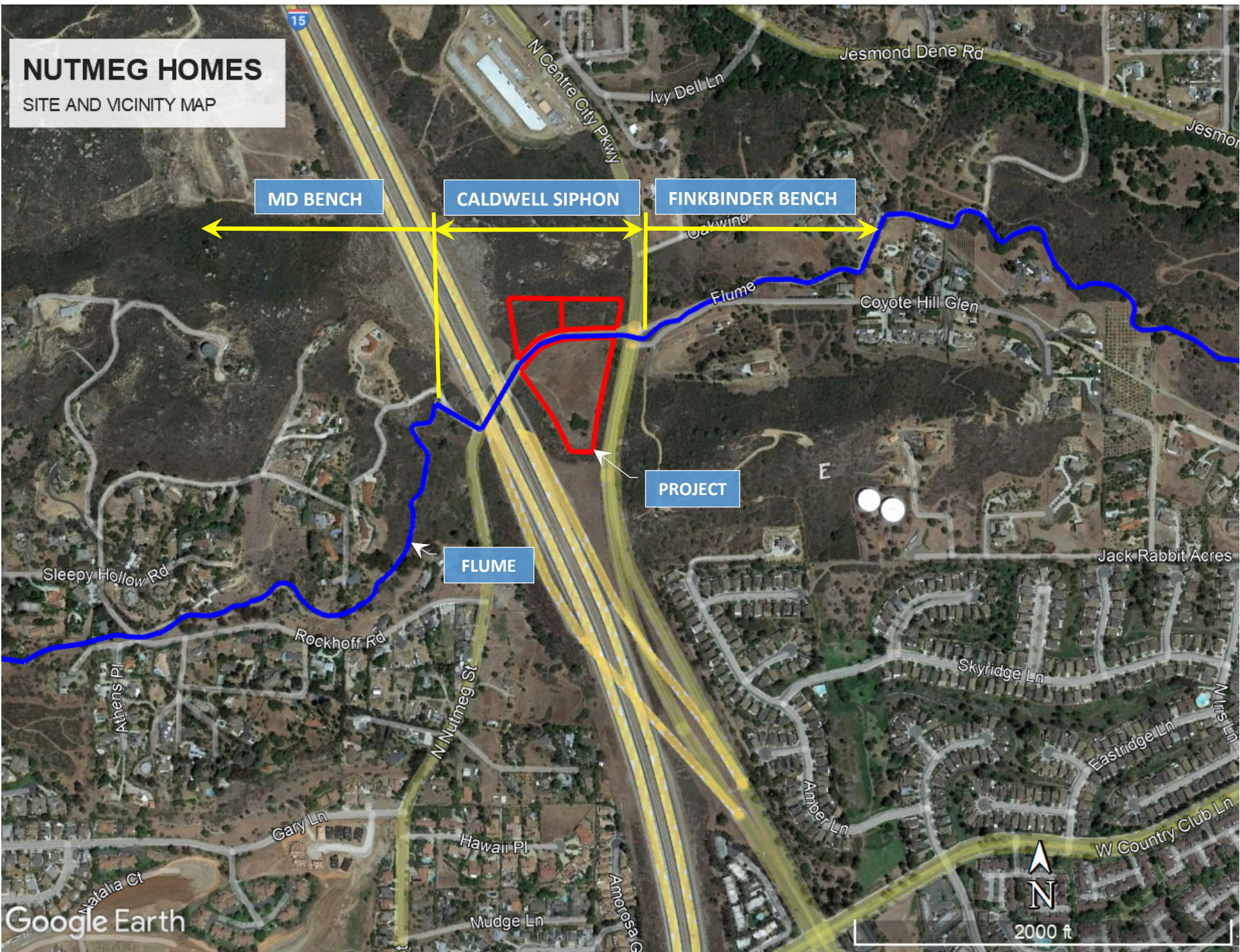
CALIFORNIA ENVIRONMENTAL QUALITY ACT: The City of Escondido is the lead agency for this development under the California Environmental Quality Act.

ATTACHMENTS:

- Figures
- Draft Resolution No. 2024-XX
- Agreement for Purchase and Sale of Flume Easement Quitclaim and Acceptance of Nutmeg Street Improvements
- Joint Community Facilities Agreement by and among California Municipal Finance Authority and Vista Irrigation District and Nutmeg 134, LLC

NUTMEG HOMES

SITE AND VICINITY MAP



MD BENCH

CALDWELL SIPHON

FINKBINDER BENCH

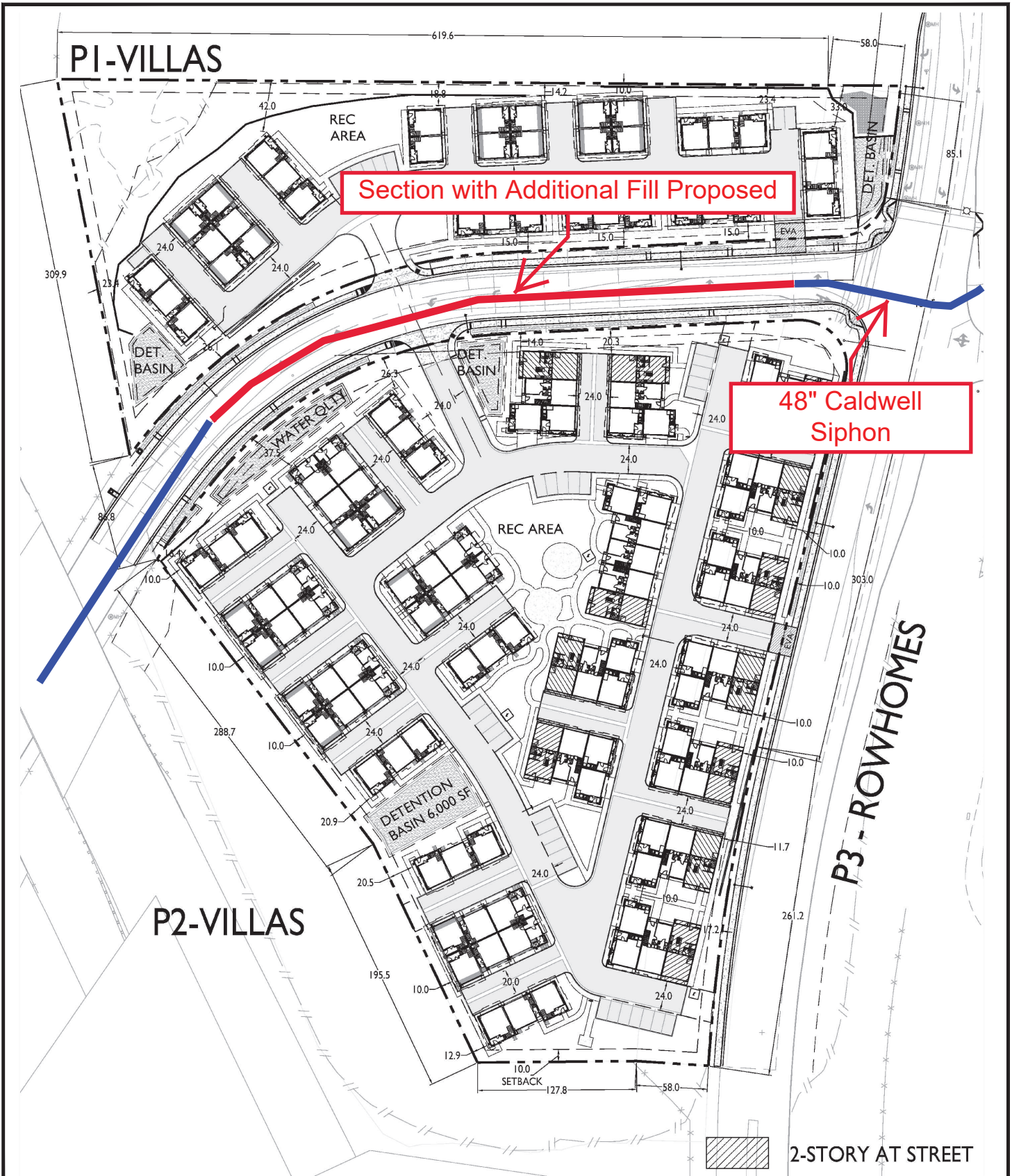
PROJECT

FLUME

Google Earth



2000 ft



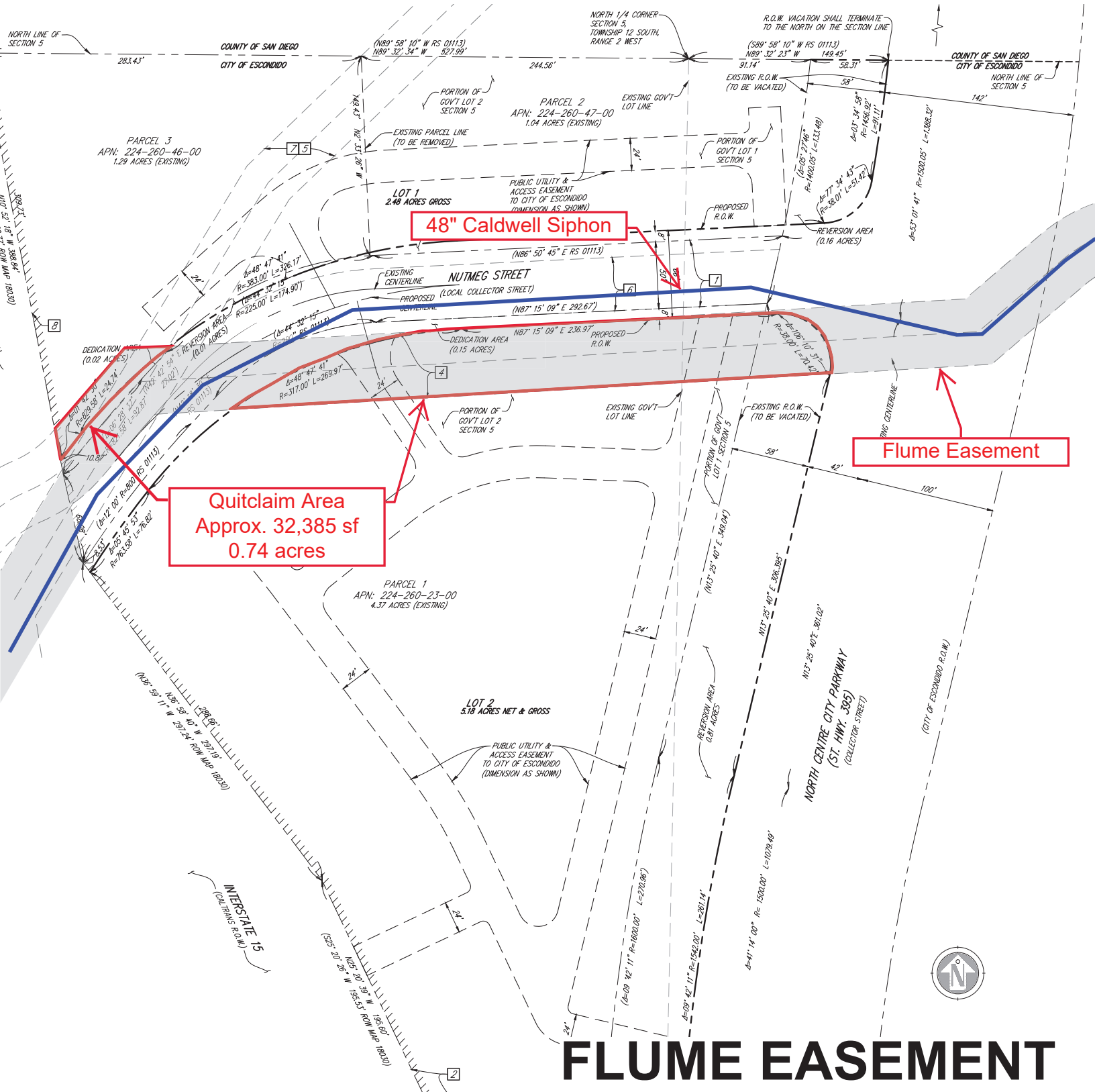
NUTMEG HOMES SITE PLAN

NUTMEG HOMES PROJECT - CITY OF ESCONDIDO

VISTA
NO SCALE



FIGURE 3-5



RESOLUTION NO. 2024-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
VISTA IRRIGATION DISTRICT
AUTHORIZING EXECUTION AND DELIVERY OF A JOINT COMMUNITY FACILITIES
AGREEMENT WITH THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY, VISTA
IRRIGATION DISTRICT AND NUTMEG 134, LLC IN CONNECTION WITH THE
NUTMEG HOMES DEVELOPMENT

WHEREAS, the California Municipal Finance Authority (the “CMFA”) is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the “State”), including the City of Escondido (the “City”); and

WHEREAS, CMFA has established the Bond Opportunities for Land Development Program (the “BOLD Program”) to allow the financing through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) of certain public facilities and development impact fees that finance public facilities to be owned by local agencies in the State; and

WHEREAS, the City Council of the City has adopted and approved the use of the BOLD Program with respect to development projects being undertaken in its jurisdiction; and

WHEREAS, under Section 53316.2 of the Act, CMFA may form a community facilities district (a “CFD”) to finance facilities to be owned or operated by a public agency other than CMFA pursuant to a joint community facilities agreement (the “JCFA”); and

WHEREAS, Nutmeg Homes, LLC (the “Developer”) has submitted an application requesting that the Board of the CMFA institute proceedings under the Act to establish a CFD for the Nutmeg Homes development (the “Project”);

WHEREAS, the Vista Irrigation District (the “District”) may be eligible to receive certain impact fees from the Project and the CFD to be formed by CMFA through the BOLD Program; and

WHEREAS, the District desires to enter into a JCFA with CMFA and Developer in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Vista Irrigation District hereby finds, determines, resolves and declares that entrance into the JCFA is beneficial to residents within the District.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of Vista Irrigation District hereby approves the execution and delivery of a JCFA for the Project, substantially in the form attached hereto, and such other documents as are necessary and proper to accomplish the purpose of the JCFA.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District on this 20th day of February, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary

Board of Directors

VISTA IRRIGATION DISTRICT

AGREEMENT FOR PURCHASE AND SALE OF FLUME EASEMENT QUITCLAIM AND ACCEPTANCE OF NUTMEG STREET IMPROVEMENTS

This Agreement for the Purchase and Sale of Flume Easement Quitclaim and Acceptance of Nutmeg Street Improvements (this "**Agreement**"), is effective as of _____ (the "**Effective Date**"), is by and between Vista Irrigation District, a California independent special district formed under the California Irrigation District Act ("**District**"), and Nutmeg 134 LLC, a California limited liability company ("**Developer**").

RECITALS

WHEREAS, Developer is developing a 134-unit multi-family subdivision called Nutmeg Homes within Assessor Parcel Numbers 224-230-23, 46, and 47, located between Interstate 15, North Centre City Parkway, and transected by Nutmeg Street in the City of Escondido;

WHEREAS, the Project, defined below, proposes to raise the grade along Nutmeg Street and increase the depth of the 2009 Flume, defined below;

WHEREAS, District has agreed to approve the Improvement Plans, defined below, without relocating the pipeline under the terms and conditions set forth herein;

WHEREAS, the Project proposes to build improvements within the 1925 Easement, defined below; and

WHEREAS, District has agreed to sell the 1925 Easement and Developer has agreed to purchase and assume all of District's rights, title, and interests under the 1925 Easement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the following meanings:

(a) "**1925 Easement**" shall mean that certain portion of the easement for pipelines and incidental purposes, recorded October 2, 1925 in Book 1136 of Deeds, Page 128, County of San Diego, State of California, in favor of District that is located within the Property.

(b) "**1925 Flume**" shall mean that certain portion of the abandoned pipes, structures, improvements, and fixtures owned by the District associated with and related to the 1925 Easement that are located within the Property.

(c) "**2009 Flume**" shall mean that certain portion of the active pipes, structures, improvements, and fixtures owned and operated by District associated with and related to Nutmeg Street and North Centre City Parkway right-of-way adjacent to and transecting the Property.

(d) **“City”** shall mean the City of Escondido, in the San Diego County, State of California.

(e) **“Construction Agreement”** shall mean the standard construction agreement required from the District, including all associated bonding, contractor licensing, insurance and inspection fee deposit, for the Developer to perform and guarantee the work shown on the approved Improvements Plans and to repair and replace any damage to the 2009 Flume that occurs from the time that construction commences until the end of the warranty period.

(f) **“Improvement Plans”** shall mean the engineering drawings prepared by Excel Engineering entitled “Public Improvements Plans for: Nutmeg, City of Escondido, CA” (Drawing No. P22-0006).

(g) **“Map”** shall mean the survey parcel map prepared by Excel Engineering entitled “Escondido Tract No. SUB18-0005 & 20-007 Nutmeg Homes”.

(h) **“Precise Grading Plans”** shall mean the engineering drawings prepared by Excel Engineering entitled “Precise Grading and Private Improvements Plans for: Nutmeg, City of Escondido, CA” (Drawing No. GP22-0001).

(i) **“Project”** shall mean the Nutmeg Homes subdivision being developed by Developer at the Property, including the related public improvements.

(j) **“Property”** shall mean that certain real property described on Exhibit A, attached hereto and incorporated fully herein by this reference.

(k) **“Rough Grading Plans”** shall mean the engineering drawings prepared by Excel Engineering entitled “Rough Grading Plans for: Nutmeg Homes, City of Escondido, CA” (Drawing No. GP21-0035).

(l) **“Temporary Encroachment Permit”** shall mean the standard permit required from the District, including all associated contractor licensing, insurance and inspection fee deposit, to allow the Developer to perform grading and pipeline removal work within the 1925 Easement prior to executing a Construction Agreement.

2. 1925 Easement Quitclaim. Upon completion of the requirements stated in Section 6 below, District hereby agrees to sell, assign, grant, convey, and transfer to Developer all of District’s rights, title, and interests in and to the 1925 Easement by delivering to the Developer a quitclaim deed. Developer hereby agrees to buy the 1925 Easement, accept such assignment and assume all of District's right, title, and interests under the 1925 Easement.

3. Project Approval. Upon completion of the requirements stated in Section 6 below, the District shall approve and sign the Grading and Improvement Plans allowing additional fill to be placed over the District’s facilities within Nutmeg Street.

4. Easement Price. The **“Easement Price”** for the purchase and sale of the 1925 Easement Quitclaim is One Hundred Ninety Thousand Dollars (\$190,000).

5. In-Lieu Fee. The “**In-Lieu Fee**” for District approval of the Grading and Improvement Plans, allowing the placement of additional fill over District facilities along Nutmeg Street in-lieu of pipeline replacement, is Four Hundred Thousand Dollars (\$400,000).

6. Agreement Completion Requirements. The obligations of the parties under this Agreement shall be as follows:

(a) District and Developer hereby approve the form of a joint community facilities agreement (“**JCFA**”) with respect to a community facilities district (“**CFD**”) attached as Exhibit B hereto, which is incorporated fully herein by this reference. Upon the request of Developer, or its successor or assign, District shall execute a JCFA which is substantially similar to Exhibit B, with such modifications as may be required by bond counsel for the CFD. The JCFA shall provide for the CFD to pay the Easement Price and In-Lieu Fee to District, and District agrees to use the In-Lieu Fee for the acquisition, construction, expansion, and/or rehabilitation of public facilities pursuant to the JCFA. The Developer or the CFD shall reimburse the District for all costs, including attorney fees, incurred in connection with the JCFA or CFD.

(b) Upon execution of this Agreement, District shall continue the plan check review and when completed sign the Rough Grading Plans, allowing the Developer to submit an application for the Rough Grading Permit (“**Rough Permit**”) with the City. Developer shall use commercially reasonable efforts to obtain the Rough Permit for the Property.

(c) Following District signature on the Rough Grading Plans and prior to applying for the Rough Permit with the City, Developer shall:

(i) Make full cash deposit of the Easement Price and In-Lieu Fee to the District at the District’s main office, which deposit shall be returned to Developer subject to and following the full payment of the Easement Price and In-Lieu Fee to the District from the CFD pursuant to the JCFA. As provided for in the JCFA, the District may return the deposit to Developer by designating Developer, or its successor or assign, as payee on Attachment 1 to the Written Request For Disbursement From A District Facilities Account.

(ii) Submit application for a standard Temporary Encroachment Permit with the District to allow work within the 1925 Easement.

(d) Following posting of payment and execution of the Temporary Encroachment Permit, District shall notify the City that all District requirements have been met for them to issue the Rough Permit.

(e) Following Developer removal and proper disposal of all District facilities within the 1925 Easement under District inspection, the District and Developer shall execute and record the District’s standard quitclaim deed document for the 1925 Easement. All legal descriptions and exhibits shall be prepared by the Developer at Developer’s sole expense.

(f) Independent of the timing of the Rough Permit and work within the 1925 Easement, District shall continue the plan check review and when completed sign the Precise Grading Plans, Improvement Plans, and the Map. Following signature and prior to Developer beginning work, District and Developer shall execute the District's standard Construction Agreement with bonding in the amount of \$1,000,000 lasting until the District accepts the waterline improvements and the City accepts the new Nutmeg Street.

7. Termination. If the City does not approve and issue the Rough Permit within the one (1) year period following the Effective Date, this Agreement shall automatically terminate and cancel and the parties shall have no further obligations to each other under this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. Further Assurances. Each of District and Developer shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

11. Assignment. Developer may assign all of its rights, title, interest, obligations, duties, and liabilities under this Agreement without the prior written consent of District so long as such assignee assumes all of Developer's duties and obligations under this Agreement in a writing delivered to the District.

12. Signatories. Each of the signatories below represents and warrants to the other party that it has authority from the party on whose behalf it is signing to enter into this Agreement and to bind such party, that all actions and resolutions have been taken as are necessary to bind such to this Agreement, and that such signatory will indemnify the other party if such representations and warranties prove false.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, District and Developer have executed this Agreement as of the date set out above.

VISTA IRRIGATION DISTRICT, a
California independent special district

By: _____
Brett Hodgkiss, General Manager

NUTMEG 134 LLC, a California limited
liability company

By: Nutmeg North, LLC,
A California limited liability company

Its: Manager

By: 2TSDEV, LLC,
A California limited liability company

Its: Manager

By: _____
Jaclyn Tonkovich, Manager

By: Nutmeg South, LLC,
A California limited liability company

Its: Manager

By: Martin Pacific Realty,
A California corporation

Its: Manager

By: _____
John Martin, CEO, CFO and Secretary

EXHIBIT A

Property Description

PARCEL 1: (APN: 224-260-23-00)

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967, IN BOOK 2380, PAGE 435 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN BOOK 2380, PAGE 435 OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113, AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789 OF OFFICIAL RECORDS; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID NORTHERLY LINE TO SAID WESTERLY LINE OF THE STATE OF CALIFORNIA LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 224-260-46-00)

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967, IN BOOK 2380, PAGE 435 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN BOOK 2380, PAGE 435 OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113 AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789 OF OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE EASTERLY LINE OF THE STATE OF CALIFORNIA LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 10,

1973 AS FILE NO. 73-007572; THENCE NORTH 10° 53' 54" WEST 320.77 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89° 27' EAST 284.04 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3: (APN: 224-260-47-00)

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967, IN BOOK 2380, PAGE 435 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN BOOK 2380, PAGE 435 OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113 AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789 OF OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE EASTERLY LINE OF THE STATE OF CALIFORNIA LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 10, 1973 AS FILE NO. 73-007572; THENCE NORTH 10° 53' 54" WEST 320.77 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89° 27' EAST 284.04 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Joint Community Facilities Agreement

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

and

VISTA IRRIGATION DISTRICT

and

NUTMEG 134, LLC

Dated as of _____

**California Municipal Finance Authority
Community Facilities District No. _____
(City of Escondido – Nutmeg)**

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this “Facilities Agreement”), dated as of _____, is by and among the CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (“Authority”), the VISTA IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California (“District”), and NUTMEG 134, LLC, a limited liability company organized and existing under the laws of the State of California (“Developer”).

WITNESSETH:

WHEREAS, Developer has submitted an application requesting that the Board of the Authority institute proceedings under the Mello-Roos Community Facilities Act of 1982 (“Act”) to establish a community facilities district;

WHEREAS, pursuant to the Act, the Board of the Authority has instituted proceedings to establish California Municipal Finance Authority Community Facilities District No. _____ (City of Escondido - Nutmeg) (“Community Facilities District”), to authorize the levy of special taxes (“Special Taxes”) upon the land within the Community Facilities District and the issuance of bonds (“Bonds”) secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

WHEREAS, the facilities proposed to be financed by the by the Community Facilities District include certain facilities to be owned and operated by the District (the “District Facilities”) and certain facilities to be owned and operated by the City of Escondido and certain other public agencies (the “Other Agency Facilities”);

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or a resolution of change to alter a district, or a resolution or resolutions authorizing issuance of bonds pursuant to Section 53356 of the Act, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, the Board of the Authority and the Board of Directors of the District have each adopted such a resolution;

WHEREAS, the Developer and its affiliates are developing the property proposed to be included within the boundaries of the Community Facilities District (the “Property”);

WHEREAS, development of the Property will require the payment to the District of certain facilities fees (the “Facilities Fees”); and

WHEREAS, the Authority, the District and the Developer desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the District Facilities through the issuance of Bonds by the Community Facilities District;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Issuance of Bonds. It is anticipated that the Community Facilities District will issue Bonds to finance the acquisition, construction and installation of the District Facilities and the Other Agency Facilities. The Board of the Authority, acting as the legislative body of the Community Facilities District, shall, in its sole discretion, determine whether, when, under what conditions and to what extent Bonds shall be issued to finance the acquisition, construction and installation of the District Facilities or the Other Agency Facilities, or any combination thereof. In no event shall the District have any right to compel the Community Facilities District to issue Bonds to finance the acquisition, construction and installation of District Facilities or to disburse Bond proceeds to pay the costs of the acquisition, construction and installation of District Facilities.

Section 2. District Facilities. (a) The District Facilities, including any real or tangible property which is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit A attached hereto.

(b) It is anticipated that the Community Facilities District will provide Bond proceeds to finance the acquisition, construction, rehabilitation and/or installation of the District Facilities. Bond proceeds may also be used to reimburse the District for the cost of the acquisition, construction, rehabilitation and/or installation of District Facilities spent following the date of this Agreement but prior to the issuance of Bonds, subject to approval of the Authority’s bond counsel. If the Community Facilities District issues Bonds, a portion of the proceeds of which are to be available to finance the acquisition, construction, rehabilitation and/or installation of the District Facilities, the Authority shall, or shall cause the Community Facilities District to, notify the District of the amount of such proceeds available for such purpose within 15 days of such proceeds becoming so available. The Authority makes no representation that, if proceeds of Bonds are made available to finance the acquisition, construction, rehabilitation and/or installation of the District Facilities, such proceeds will be sufficient to finance the acquisition, construction, rehabilitation and installation of all of the District Facilities, and neither the Authority nor the Community Facilities District shall have any liability to the District if such proceeds are insufficient for such purpose. If the Community Facilities District does not issue Bonds to finance the acquisition, construction, rehabilitation and installation of the District Facilities, neither the Authority nor the Community Facilities District shall have any obligation to provide any amounts to finance or pay the costs of the acquisition, construction, rehabilitation and installation of the District Facilities.

(c) The District shall apply proceeds of the Bonds to the payment of costs of construction of any portion of the District Facilities only if such portion of the District Facilities

is constructed under the direction and supervision, or under the authority of, the District or is constructed as if it had been constructed under the direction and supervision, or under the authority of, the District.

Section 3. Disbursements. (a) Bond proceeds available for the acquisition, construction, rehabilitation and installation of the District Facilities shall be deposited in a special fund or account (howsoever the same may be denominated, the “District Facilities Account”) to be established under the fiscal agent agreement, indenture or other instrument pursuant to which the Bonds are issued (howsoever the same may be denominated). Moneys on deposit in the District Facilities Account shall be invested and disbursed at the direction of the Community Facilities District.

(b) To the extent that moneys are available therein, the Community Facilities District shall cause disbursements to be made from the District Facilities Account from time to time to pay the costs of the acquisition, construction, rehabilitation and/or installation of the District Facilities upon submission of a written request of the District in substantially the form attached hereto as Exhibit B.

(c) The Community Facilities District shall process in a timely manner written requests for disbursements received from the District that conform to the requirements hereof.

Section 4. Construction, Ownership and Maintenance of District Facilities. (a) The Authority shall have no responsibility for the acquisition, construction, rehabilitation and installation of the District Facilities. The District Facilities shall be and remain the sole and separate property of the District and shall be operated, maintained and utilized by the District. The Authority shall not have any ownership interest in the District Facilities, and the Authority shall have no responsibility for the operation, maintenance or utilization of the District Facilities.

(b) The District shall have no responsibility for the acquisition, construction, rehabilitation and installation of the Other Agency Facilities. The Other Agency Facilities financed by the Community Facilities District for a public agency shall be and remain the sole and separate property of such public agency and shall be operated, maintained and utilized by such public agency. The District shall not have any ownership interest in the Other Agency Facilities, and the District shall have no responsibility for the operation, maintenance or utilization of the Other Agency Facilities.

Section 5. Tax Matters. (a) In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available to finance the acquisition, construction and installation of the District Facilities, the District agrees to execute and deliver such certifications and agreements as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986.

(b) Unless the District otherwise informs the Community Facilities District at the time of issuance of Bonds, the proceeds of which are to finance District Facilities, the Community Facilities District may deem the District to have represented at such time that acquisition, construction, rehabilitation and installation of the District Facilities to be financed with such

proceeds will be substantially completed within three years from the date of issuance of such Bonds. The Community Facilities District shall notify the District of the date on which such Bonds are to be issued no later than 15 days prior to such date of issuance.

Section 6. Facilities Fee Returns and Credits. (a) Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

“Available Return Amount” means an amount equal to the amount of Bond proceeds deposited in the District Facilities Account.

“Facilities Fee Payor” means an entity that has, prior to the date that proceeds of the Bonds are deposited in the District Facilities Account, paid the Facilities Fees.

“Credit Amount” means an amount equal to the remainder of (i) the Available Return Amount, less (ii) the amount required to be returned by the District to Facilities Fee Payors pursuant to subsection (b) of this Section.

(b) If, upon the issuance of Bonds, proceeds thereof are deposited in the District Facilities Account as provided in Section 3 hereof, the District shall, within 45 days of such deposit, return to each Facilities Fee Payor an amount equal to the Facilities Fees paid by such Facilities Fee Payor until the total amount so returned is equal to the lesser of (i) the total amount of Facilities Fees paid by all such Facilities Fee Payors, and (ii) the Available Return Amount.

(c) If, upon the deposit of proceeds of Bonds in District Facilities Account as provided in Section 3 hereof, the Available Return Amount is greater than the amount required to be returned by the District to Facilities Fee Payors pursuant to subsection (b) of this Section, the Developer shall be deemed to have paid Facilities Fees that would otherwise subsequently become payable in an amount equal to the Credit Amount.

Section 7. Indemnification. The Developer agrees to indemnify, defend and hold the District, and its officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys’ fees and court costs that the District, or its officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the District, or its officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of, in consequence of or with respect this Facilities Agreement, the formation of the Community Facilities District, the issuance of the Bonds or the financing of the District Facilities or the Other Agency Facilities. If the Developer fails to do so, the District shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys’ fees or court costs, to and recover the same from the Developer.

No indemnification is required to be paid by the Developer for any claim, loss or expense arising from the willful misconduct or negligence of the District (if indemnification is sought by the District), or its officers, employees or agents (if indemnification is sought thereby).

Section 8. Costs and Expenses. The Developer shall, upon demand therefor, pay, or reimburse the District for the payment of (a) the fees and expenses of the District’s attorneys incurred in connection with the discussion, negotiation, structuring and implementation of the

matters covered hereby and the drafting, review and revision of this Facilities Agreement, and (b) the fees and expenses of the District's attorneys incurred in connection with the issuance of the Bonds.

Section 9. Nature of Agreement; Allocation of Special Taxes. This Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the Authority.

Section 10. Third-Party Beneficiary. The Community Facilities District shall be a third-party beneficiary of this Facilities Agreement.

Section 11. Limitation of Rights to Parties. Nothing in this Facilities Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the District and the Community Facilities District any legal or equitable right, remedy or claim under or in respect of this Facilities Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the District and the Community Facilities District.

Section 12. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Authority:

California Municipal Finance Authority
2111 Palomar Airport Road, Suite 320
Carlsbad, California 92011
Attention: BOLD Program

If to the District:

Vista Irrigation District
1391 Engineer Street
Vista, California 92081
Attention: General Manager

Copy to:

Burke, Williams & Sorensen, LLP
501 West Broadway, Suite 1600
San Diego, California 92101
Attn: Elizabeth Mitchell

If to the Developer:

Nutmeg 134, LLC
10632 Meads Avenue
Orange, CA 92869
Attention: John Martin

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, or (c) if given by any other means, upon delivery at the address specified in this Section.

Section 13. California Law. This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to any conflicts of laws principles or rules. Venue for any action brought to enforce or interpret any provision of this Facilities Agreement shall be the Los Angeles County Superior Court.

Section 14. Severability. If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.

Section 15. Successors. This Facilities Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

Section 16. Counterparts. This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

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

**CALIFORNIA MUNICIPAL FINANCE
AUTHORITY**

By: _____
Authorized Signatory

VISTA IRRIGATION DISTRICT

By: _____
General Manager

NUTMEG 134, LLC

By: _____
Authorized Signatory

EXHIBIT A

DESCRIPTION OF DISTRICT FACILITIES

The types of facilities to be owned and operated by the District and financed by the Community Facilities District are water collection, treatment, transmission and distribution facilities, including but not limited to, water mains and pipes, water treatment facilities, reclaimed water facilities, and related and appurtenant facilities, and land, rights-of-way and easements necessary for any of such facilities.

EXHIBIT B

FORM OF DISTRICT WRITTEN REQUEST

**WRITTEN REQUEST FOR
DISBURSEMENTS FROM A DISTRICT FACILITIES ACCOUNT**

Vista Irrigation District (the "District"), hereby states and certifies:

(a) that _____, as fiscal agent (the "Fiscal Agent") under the Fiscal Agent Agreement, dated as of _____, 20__ (the "Fiscal Agent Agreement"), by and between [the California Municipal Finance Authority] [California Municipal Finance Authority Community Facilities District No. _____ (City of Escondido – Nutmeg)] and the Fiscal Agent, the Fiscal Agent is hereby requested to disburse from the District Facilities Account established pursuant to the Fiscal Agent Agreement, to the payees set forth on Attachment 1 attached hereto and by this reference incorporated herein, the amount set forth on Attachment 1 opposite each such payee, for payment of such costs incurred for the purposes identified on said Attachment 1;

(b) that each such payment constitutes a cost of the District Facilities (as defined in the Fiscal Agent Agreement) and is a proper charge against the District Facilities Account;

(c) that each such amount has not been the subject of a prior disbursement from the District Facilities Account; and

(d) that each portion of the District Facilities for which payment is requested was constructed under the direction and supervision, or under the authority of, the District or was constructed as if it had been constructed under the direction and supervision, or under the authority of, the District.

VISTA IRRIGATION DISTRICT

By: _____
Authorized Representative

ATTACHMENT 1

<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
[Builder]	[Eligible VID facility(ies) acquisition, construction or rehabilitation]	[\$590,000]
		Total: [\$590,000]



STAFF REPORT

Agenda Item: 9

Board Meeting Date: February 20, 2024
Prepared By: Rob Scholl
Reviewed By: Randy Whitmann
Approved By: Brett Hodgkiss

SUBJECT: AB PIPELINE REPLACEMENT ENVIRONMENTAL SERVICES AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATIONS:

1. Find that entering into an Agreement for Professional Services with Helix Environmental Planning, Inc. for AB Pipeline Replacement environmental services is exempt from the California Environmental Quality Act under Class 6 (Information Collection), 14 CCR § 15306; and
2. Authorize the General Manager to enter into an Agreement for Professional Services with Helix Environmental Planning, Inc. for AB Pipeline Replacement environmental services in an amount not-to-exceed \$116,800 (D-2238).

PRIOR BOARD ACTION: In 1939, the Board accepted Grant of Right of Way (E9), (E10) and (M2). On January 21, 2015, the Board authorized the General Manager to enter into an agreement with Infrastructure Engineering Corporation for design services to slip-line rehabilitate the AB Pipeline. On May 18, 2021, the Board approved the waterline project for the San Marcos Highlands development to replace approximately 2,100 feet of the AB Pipeline within their project. On May 11, 2022, the Board acknowledged existing easements via Final Map for the Skylark development (AB Pipeline crosses through open space habitat of this development).

FISCAL IMPACT: Not-to-exceed \$116,800 for this first phase initial study (IS). Once completed, findings from the IS will be used in determining whether a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR) is needed to complete the environmental permitting process. For phase two, the estimated additional costs for Helix Environmental Planning, Inc. (Helix) to complete an MND ranges from \$25,000 to \$50,000, and an EIR ranges from \$125,000 to \$175,000.

The project proposes to permanently clear the existing 0.78-acre pipeline easement or a similarly sized easement for a new alignment, and therefore will have additional environmental costs beyond the MND or EIR process for permitting and mitigation requirements potentially from multiple regulatory agencies including the United States (US)/California Departments of Fish and Wildlife (DFW), Regional Water Quality Control Board (RWQCB), and the US Army Corps of Engineers (USACE). These requirements and costs are unknown at this time and will be discovered following public review of the draft MND/EIR and follow up consultations with the applicable regulatory agencies.

The proposed environmental and project phasing, potential regulatory requirements, and a range of the total best estimate costs to replace the AB Pipeline are detailed in the attached Estimated Cost tables shown on the next page; all charges will be included with the cost to replace the pipeline as part of the District's main replacement program.

Table 1 – Itemized Estimated Project Cost Summary

Phase	Task/Item	Estimated Cost	Decision or Determination / Comment
1	IS (Helix)	\$117,000	Determination to prepare an MND or EIR based on IS results
2	MND (Helix)	\$25,000-\$50,000	Regulatory agencies will determine permitting and mitigation requirements during public review period and follow-up consultation
	EIR (Helix)	\$125,000-\$175,000	
3A	Regulatory Permit Applications (Helix)	\$35,000-\$85,000	Potential permits include: 404 Clean Water Act (USACE) 401 Water Quality Certification (RWQCB) 1602 Streambed Alteration (DFW)
	Regulatory Permitting Fees (Agencies)	\$10,000-\$30,000	
3B	Habitat Mitigation Credits (Agencies)	\$50,000-\$60,000 (per acre)	Needed to permanently clear easement; typically a 2:1 to 3:1 minimum ratios
	Waters Mitigation Credits (Agencies)	\$500,000-\$600,000 (per acre)	Only needed if the project impacts jurisdictional waters, typically a 2:1 to 3:1 minimum ratios
4	Pipeline Construction	\$950,000	N/A

Table 2 – Total Project Cost Estimate Scenarios

Item		Cost Scenario			
		1	2	3	4
IS		\$117,000	\$117,000	\$117,000	\$117,000
MND		\$50,000			
EIR			\$175,000	\$175,000	\$175,000
Permitting	Minor	\$45,000	\$45,000		
	Full			\$115,000	\$115,000
Habitat Mitigation (assume 0.78 ac)	2:1	\$94,000		\$94,000	
	3:1		\$140,000		\$140,000
Waters Mitigation (assume 0.10 ac)	2:1			\$120,000	
	3:1				\$180,000
Construction		\$950,000	\$950,000	\$950,000	\$950,000
Total		\$1,256,000	\$1,427,000	\$1,571,000	\$1,677,000

SUMMARY: The AB Pipeline Replacement project involves replacing approximately 1,700 feet of 14-inch steel pipeline that was installed in the 1930s. It extends between the San Marcos Highlands residential development and Esplendido Avenue, predominately crossing through open space habitat of the 89-lot Skylark residential development. The pipeline also crosses the San Diego County Water Authority’s (Water Authority’s) Second Aqueduct.

The AB Pipeline has experienced several breaks and is in need of replacement. Slip-lining rehabilitation options were previously investigated by staff; due to access constraints associated with the existing easement/alignment and the surrounding area, it was concluded that pipeline replacement with full environmental mitigation of the easement area to allow permanent clearing was a preferred option to ensure continued access through this corridor in the future.

Helix prepared a brief desktop environmental constraints assessment for the project area in 2021, and staff recommends retaining the service of Helix to assist with preparing the California Environmental Quality Act (CEQA) documentation necessary to select the preferred alignment. The proposed first phase includes the IS, which will be followed by either an MND or an EIR in the second phase based on the IS results. Following publication of the draft MND/EIR, the final third phase will be to obtain the regulatory permitting for mitigations required to proceed with construction.

DETAILED REPORT:

Background

The AB Pipeline is within one of the District's highest elevation pressure zones that is fed from the Buena Creek (HB) Reservoir. The section of AB Pipeline being replaced is adjacent to and west of the San Marcos Highlands development, located within Specific Easement (E9) crossing a series of hills and valleys through open space portions of the Skylark development. Immediately west and north of the project, the AB Pipeline serves approximately 34 homes along the ridges of Esplendido and Companero avenues. The AB Pipeline also feeds a nearby pressure regulating station that serves lower elevations of the distribution system to the west.

Within the project area, an existing dirt road is located adjacent to the District's pipeline and Specific Easement (E9) that was recently included within the biological conservation easement area for the Skylark development (i.e., the dirt road can no longer be utilized for access across the property). Specific Easement (E10) also encumbers the northern edge of the Skylark property and currently does not have any District facilities within it. Both of the District's specific easements are excluded from (i.e., do not overlap with) the Skylark conservation easement but are currently overgrown by what is presumed to be sensitive habitat vegetation and not drivable. The easements and dirt access road represent the three alignment options available to consider for replacing the AB Pipeline; no other feasible alternatives to re-route the pipeline around this area exist.

Initial Constraints Analysis

In 2021, Helix completed a desktop environmental constraints analysis for the general project area. Helix concluded that biological resource impacts were likely and wildlife agency permitting would be involved. The area is dominated by native Diegan coastal sage scrub vegetation and consultation with the DFW would be required to determine mitigation requirements to allow permanent clearing within the easement. Additionally, the project area includes three valleys that begin drainage ways feeding to the south into Agua Hedionda Creek approximately ½-mile downstream. Whether these drainage ways are considered jurisdictional waters (i.e., streambed, wetland, or waters of the US/state) by the RWQCB, DFW or USACE will need to be confirmed. Typical mitigation ratio requirements for permanent easement clearing are between 2:1 and 3:1 for habitat and jurisdictional water areas.

Listed below are the three potential alignment options for replacing the AB Pipeline along with additional preliminary findings that will be investigated further as part of the IS:

- Option 1 – replace the pipeline within the District's existing 20-foot Specific Easement (E9) that is encumbered by Diegan Coastal Sage Scrub vegetation. The drainage ways (valleys) appear to be better defined through this corridor than Options 2 or 3, and imported fill and retaining walls are likely needed to make the easement area drivable. Concrete paving will also be required to prevent erosion.
- Option 2 – relocate the majority of the pipeline to the existing dirt road immediately north of Specific Easement (E9). Given the existing habitat disturbance of the road, this option appears to require the least mitigation acreage but requires an easement swap with Skylark's conservancy and will require stakeholder coordination and approvals, the likelihood of which is unknown.
- Option 3 – relocate the pipeline to the 20-foot Specific Easement (E10) along the northerly property line that mostly consists of disturbed and undisturbed Diegan Coastal Sage Scrub vegetation. This option requires a new voluntary easement over the Water Authority's Second Aqueduct, the likelihood of which is unknown.

As indicated above and based on preliminary analysis that would need to be further investigated in phase one, Option 1 appears to have the highest environmental impact potential while Options 2 and 3 require additional regulatory agency coordination and approvals. The idea of rearranging the conservation easement established for the Skylar development in Option 2 may be met with stakeholder resistance unless there is strong support from the environmental findings from the IS. Similarly for Option 3, the Water Authority has already indicated that they will not allow a new, non-perpendicular pipeline crossing over their aqueduct unless there is a strong financial hardship associated with using the existing easement.

Proposed Scope of Services for the IS

Prior to replacement of the AB Pipeline, the District must evaluate the potential environmental impacts of the available alignment alternatives through the CEQA process. District has negotiated a scope of work with Helix for the first phase IS that includes the following key tasks:

- Pipeline, Easement, Biological, Rare Plant, and Gnatcatcher Field Surveys and Mapping
- Jurisdictional Aquatic Resources Delineation
- Biological, Noise, and Cultural Resources Reports
- Stakeholder outreach (tribal consultation, meetings with the Skylark preserve and City of San Marcos)
- Prepare IS and provide findings presentation to the Board

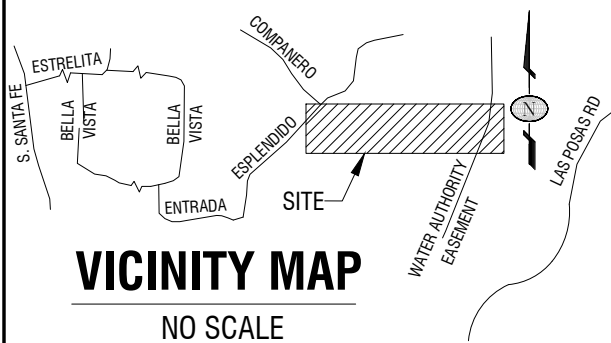
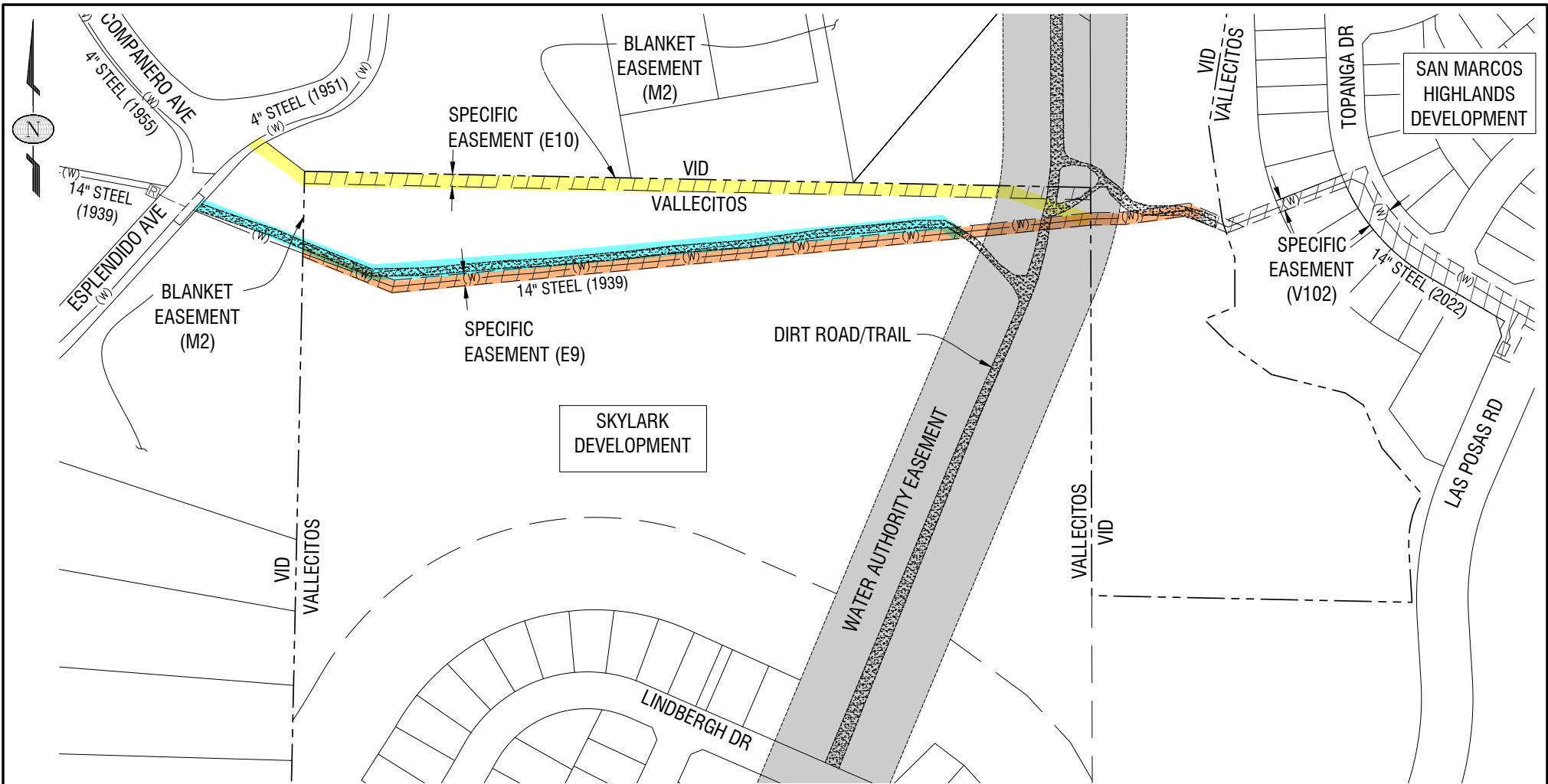
Future Phases and Timeline

Once the IS is presented to the Board, an amendment to Helix's agreement will be required based on which whether it is determined by the Board that a MND or an EIR is needed to complete the environmental permitting process. Once comments are received from regulatory agencies on either a draft MND or an EIR, another amendment to Helix's agreement may be requested to assist with any necessary permit coordination and applications; all proposed subsequent amendments will be brought to the Board for approvals. The estimated timeline to complete the entire environmental process and permitting is two years, assuming only habit mitigation is required (jurisdictional water mitigation could take longer); pipeline construction will take an additional 6 months to complete.

CEQA: Approval of a professional services agreement and Helix's scope of work is exempt under Class 6 (Information Collection) under Section 15306 of the CEQA Regulations (14 CCR § 15306) because it consists of basic data collection, research, experimental management, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource, and is for information gathering purposes, or as part of a study leading to an action that the District has not yet approved, adopted or funded.

ATTACHMENTS:

- Maps
- Photographs
- Helix Scope of Services



VICINITY MAP

NO SCALE

LEGEND

- VID/ VALLECITOS BOUNDARY
- EXISTING WATER MAIN
- EXISTING DIRT ROAD/ TRAIL
- WATER AUTHORITY EASEMENT
- EXISTING VID SPECIFIC EASEMENTS (E9/ E10/ V102)

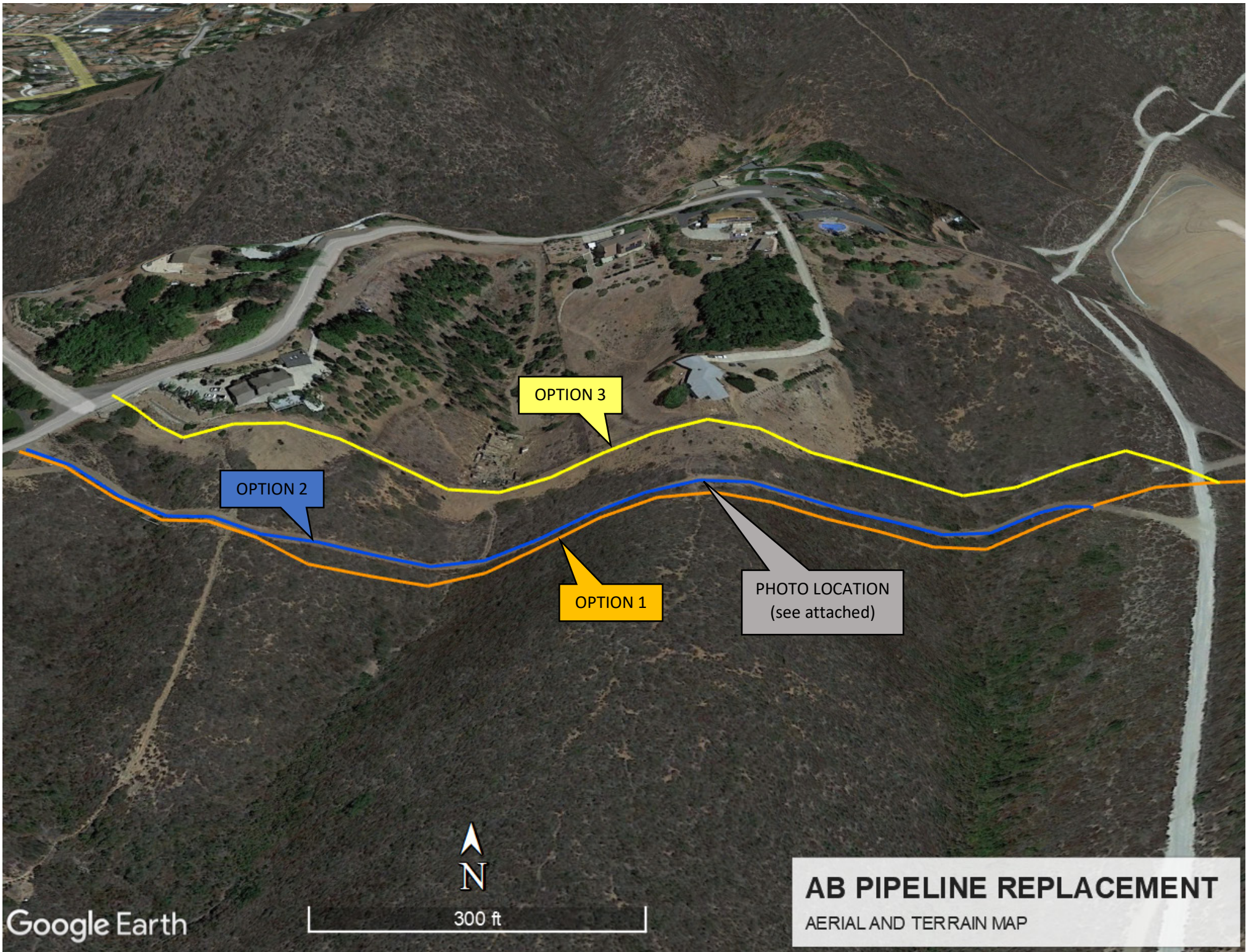
ALIGNMENT OPTIONS

- 1 - E9 EASEMENT (EXISTING PIPELINE)
- 2 - DIRT ROAD/TRAIL
- 3 - E10 EASEMENT

VISTA IRRIGATION DISTRICT

AB PIPELINE REPLACEMENT

APN: 184-241-03; 184-241-36		T.B. 1108-D3
SCALE: NO SCALE		L.N. 2021-024
APPD. BY:	DATE:	W.O. D-2238
DRAWN BY: JB	DATE: 2/3/2023	
SHEET 1 of 1	MAP: K19	
REVISED: 2/9/23 Jeanette Bradshaw		
Z:\Engineering\JOBS\Jobs\D-2238 AB Water Main\Auto CAD drawings\AB Pipeline Staff Report.dwg		



OPTION 3

OPTION 2

OPTION 1

PHOTO LOCATION
(see attached)



Google Earth

300 ft

AB PIPELINE REPLACEMENT
AERIAL AND TERRAIN MAP

LOOKING EAST



LOOKING WEST
TOWARDS ESPLENDIDO



HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



January 11, 2024

Robert Scholl, P.E.
Engineering Services Manager
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081
rscholl@vidwater.org | 760.597.3100

Subject: Letter Proposal to Provide Environmental Consulting Services for the AB Pipeline Replacement Project

Dear Mr. Scholl:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal to Vista Irrigation District (District; Client) to provide environmental consulting services for the AB Pipeline Replacement Project (project) located in the City of San Marcos (City) and unincorporated lands of San Diego County (County), California.

PROJECT UNDERSTANDING

HELIX understands the project would include three alignment options for implementation, as follows:

- 1) Replacing the pipeline within the District's existing 20-foot AB pipeline easement (SE9 recorded 8/25/39; DOC No. 42269);
- 2) Replacing the pipeline within the existing dirt road immediately north of the existing SE9 easement listed above in Option 1; and
- 3) Replacing the pipeline within the District's SE10 easement.

As requested by the District, the following scope includes the preparation of technical reports and an Initial Study in compliance with the California Environmental Quality Act (CEQA). The analysis within tasks 1 through 10 will include all three alignment options for implementation. Additionally, this proposal presents optional tasks with preliminary ballpark costs related to regulatory permitting, biological mitigation planning, and preparation of a Mitigated Negative Declaration or Environmental Impact Report of the preferred alignment selected by the District. Prior to implementation, the specific scope and fees for optional tasks would be updated by HELIX and authorized by the District under a contract augment separate from this proposal.

SCOPE OF SERVICES

- Task 1 Pipeline and Easements Survey Mark-Out. HELIX has retained a subconsultant, Project Design Consultants (PDC), to conduct a review of the existing AB pipeline, associated easement, as well as the District's SE10 easement. Following the survey mark-out of the existing AB pipeline (approximately 1,700 feet long) by the District, PDC will conduct field investigation to mark-out and survey both sides of the AB pipeline easement and SE10 easement. Field marking will be completed using chaser feathers and/or wood stakes and set approximately 100 feet apart to provide inter-visibility in the field. PDC will create a computer-aided design (CAD) file for use throughout the project, which will be shared and submitted to the District.
- Task 2 General Biological Survey and Vegetation Micro-Mapping. Following the mark-out and survey of the existing pipeline and easements by PDC (see Task 1 above), a HELIX biologist will conduct a field survey of the project site to verify and confirm existing vegetation communities are consistent with the mapping performed by HELIX in 2021. Although not expected, areas found substantially inconsistent from the 2021 mapping will be re-mapped. During the survey, HELIX will also map vegetation communities with the SE10 easement. HELIX will micro-map vegetation within the existing AB pipeline easement and the adjacent dirt roadway. During the field survey, HELIX will attempt to identify and accurately map where the existing AB pipeline is located above ground. Throughout the survey HELIX will perform habitat assessments for sensitive species and note other sensitive biological resources that occur or may occur on-site and in the immediate vicinity. The results of the survey will be documented in the Biological Resources Report below (see Task 6).
- Task 3 Jurisdictional Aquatic Resources Delineation. HELIX will conduct a jurisdictional delineation of aquatic resources for the project alignments in accordance with current methodologies and regulatory guidance provided by the regulatory agencies (U.S. Army Corps of Engineers [USACE], Regional Water Quality Control Board [RWQCB], and California Department of Fish and Wildlife [CDFW]). The delineation will help the District determine project areas to avoid and the potential need for regulatory permits, such as but not limited to a federal Clean Water Act Section 404 Permit with the USACE, a California Fish and Game Code Section 1602 Streambed Alteration Agreement with the CDFW, and a State Water Resources Control Board Section 401 Water Quality Certification with the RWQCB. If determined through coordination with the District that impacts to potentially jurisdictional resources could occur as a result of the project, HELIX will prepare a jurisdictional delineation report that presents the results of the delineation to support regulatory permit applications. HELIX will employ the best effort to quantify the resources on-site using the current regulations, written policies, and guidance from the regulatory agencies; however, the regulatory agencies will make a final concurrence of jurisdictional boundaries.
- Task 4 Rare Plant Survey. Due to the potential for sensitive plant species to occur, HELIX will conduct a rare plant survey for the project alignments. Because some sensitive plant species are only visible and detectable during the early spring while others flower in the early summer, HELIX will conduct two rare plant surveys: one in late March to early April and one in May to June 2024. If rare plants are observed, the location/s will be mapped using a

handheld Global Positioning System (GPS), and the number of individuals will be estimated. Results of the survey will be presented to the District via email and presented in the Biological Resources Report (see Task 6 below). A stand-alone rare plant survey report is not required; thus, not included in this task.

Task 5 Coastal California Gnatcatcher Survey. HELIX will conduct a U.S. Fish and Wildlife Service (USFWS) protocol-level presence/absence survey for the federally listed threatened coastal California gnatcatcher (*Polioptila californica californica*). Due to the location of the project alignments, the USFWS protocol requires that six survey visits be conducted between March 15 and June 30 at least seven days apart; although, surveys are accepted by the USFWS year-round (i.e., nine visits between July 1 and March 14). This task assumes HELIX will conduct six survey visits between March 15 and June 30. Note, HELIX is required under its 10(a)(1)(A) recovery permit (TE778195) to notify the USFWS 15 days in advance of starting the first survey and submit a written report to the USFWS within 45 days of completing the final survey. HELIX will inform the District of the survey results via email as well as provide a digital (.pdf) copy of the USFWS survey report to the District.

Task 6 Biological Resources Report. HELIX will prepare a biological resources report to support the Initial Study (see Task 9 below) and California Environmental Quality Act (CEQA) review for the project by the District. The report will describe the survey methods, present the results of the fieldwork, identify the potential for sensitive resources to occur on-site (i.e., all three alignments), identify regulatory issues related to the resources on-site, calculate and evaluate project impacts, and recommend practicable mitigation measures in accordance with CEQA Appendix G. HELIX will submit an electronic copy of the draft report to District for review and will revise the draft report based on a single set of minor comments provided by District. An electronic copy of the final report will be submitted to the District.

Task 7 Noise Report. HELIX will conduct a site visit with noise measurements at locations along the proposed pipeline alignment options to characterize ambient conditions. Photographs and general topographic features will be observed to provide overall construction noise control planning. HELIX will consult with the design team as part of construction planning to develop feasible methods for excavation and installation and consideration of probable occupied sensitive habitat and nearby residences along the pipeline alignment options.

HELIX will provide a draft report documenting the projected construction noise impacts to the sensitive habitat areas and nearby residences, sensitive species noise control requirements, ambient noise measurements, construction planning details, equipment noise planning levels, equipment noise impacts, and planned mitigation details. Included in the report will be proposed construction noise monitoring methods and monitoring status report requirements. HELIX will provide a final report based on one round of District comments.

Task 8 Cultural Resources Report and AB52 Support. HELIX will conduct a cultural resources study to the requirements of CEQA and the National Historic Preservation Act (NHPA) standards, which will include the following: obtain a records search from the South Coastal Information Center; contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search and list of Native American contacts; and conduct outreach to the local Native

American community, as identified by the NAHC. HELIX will review historic maps and aerial photographs of the project area and conduct preliminary historic archival research to assess the potential for historic archaeological resources. A HELIX archaeologist will conduct a field survey of the proposed alignments, assuming a 100-foot-wide corridor centered on the road alternative and existing alignment and a second 100-foot-wide corridor centered on the SE10 alternative; HELIX will include a Luiseño Native American monitor in the fieldwork, subcontracted to HELIX; and will prepare a cultural resources technical report detailing the methods and results of the study, as well as providing recommendations for any additional research, as needed.

The report will include an analysis of the three alternative alignments as well as one version of the project description provided to HELIX by the District that details potential impact areas of the project. HELIX will submit an electronic copy of the draft report to the District for review. HELIX will revise the draft report based on a single set of comments provided by the District; if additional comments/revisions are received, a contract augment would be required to address them.

The scope assumes the preparation of a negative survey report. If the survey is positive for cultural resources, they must be recorded, and potentially tested to assess significance; the scope and cost of such documentation, testing, and additional reporting would depend on the extent and nature of resources identified and would require a contract modification.

Following completion of the cultural resources report HELIX will assist the District in completing tribal consultation per Assembly Bill (AB) 52. HELIX will draft outreach letters/invitations to consult, to be sent on District letterhead; work with District to follow up on consultation requests; and attend tribal meetings to assist the District and take meeting notes, if so authorized by the Tribes. The scope assumes that meetings will be virtual and each will last no longer than one hour; in person meetings can be accommodated but may require a contract augment to cover travel time and mileage. Up to four tribal meetings are assumed.

Task 9 Initial Study. HELIX will prepare an Initial Study for the three project alignments based on Appendix G of the CEQA Guidelines. The Initial Study will include figures to support the analysis. For each environmental issue area, the Initial Study will provide an analysis of the impacts associated with each pipeline option.

HELIX will prepare an Initial Study (IS) for the project that will include the following, as required by the State CEQA Guidelines: description of the project, including the three pipeline alignment options; description of the environmental setting; identification of effects for 20 environmental topics based on the questions included in the Appendix G checklist, followed by a brief discussion of each checklist answer; and a discussion of ways to mitigate the significant effects identified (if applicable). The IS will be based on information provided by the District, the preliminary constraints report, the technical analyses prepared as part of Tasks 1-8, and our knowledge of the project area and similar facilities. Air quality and greenhouse gas impacts will be modeled based on the alignment option that has the most intensive construction assumptions and incorporated into the IS (stand-alone technical reports for these topics will not be prepared).

HELIX will submit electronic files (in MS Word and Acrobat formats) of the Initial Study for review and approval by the District. For cost estimating purposes, this scope assumes a draft and a final version of the Initial Study will be submitted to the District.

Task 10 Management, Coordination, and Meetings. This task consists of management communication with District staff, as well as the Skylark Development Homeowners Association (HOA) representative and Skylark preserve area land manager. Additionally, coordination and meeting with the Wildlife Agencies (USFWS and/or CDFW) and the City of San Marcos is anticipated for concurrence on pipeline work within the Skylark preserve area and/or boundary adjustments to the Skylark preserve area. Under this task HELIX will also prepare and deliver a presentation on the IS results to the District Board of Directors. To employ efficiency and maintain quality control throughout the project, management, monitoring, and coordination of the environmental scope, budget, and schedule as necessary. Communication will primarily take the form of telephone conversations and e-mail; however, this task includes attendance by HELIX Senior Biologist and/or Principal Planner at up to five meetings (in-person or virtual) as-needed with the District (including the District Board of Directors meeting), Skylark HOA and preserve manager, City, and the Wildlife Agencies. Meetings assume three hours per person per meeting, with an additional two hours per meeting to prepare pertinent documentation.

Optional Tasks

The following tasks may be required as part of environmental compliance for the project. The scope and cost estimates listed below are for informational purposes only. If requested by the District, refined costs and scope would be provided at a subsequent date. Additional work associated with the preparation of the tasks below would require a contract augment authorized by the District.

Mitigated Negative Declaration. If it is determined through the preparation of the Initial Study (Task 9 above) that the proposed project would not result in significant environmental effects that cannot be reduced to a level of less than significance with the incorporation of mitigation measures, it is assumed that a Mitigated Negative Declaration would satisfy CEQA requirements for the proposed project. An estimate of the cost is provided below; however, the final cost would be determined after the completion of the IS.

Approximate MND Cost: \$25,000-50,000

Environmental Impact Report. If the analysis determines that there would be significant impacts that cannot be reduced to a level of less than significance with the incorporation of mitigation measures, it is assumed that an Environmental Impact Report would be required for CEQA compliance. An estimate of the cost is provided below; however, the final cost would be determined after the completion of the IS.

Approximate EIR Cost: \$125,000-175,000

Preparation and Submittal of Permit Applications. The following permit applications and agreement requests may be required for the proposed project depending on the alignment chosen and findings from the IS with respect to potential impacts to listed species.

- *404 Permit.* It is currently assumed that the project will require the preparation and submittal of Clean Water Act Section 404 Permit application to the USACE, via a Nationwide Permit or an Individual Permit, based on project impacts. Depending on the USACE permit type, the application package will include but is not limited to a transmittal letter, a Pre-Construction Notification, Application Form, Delineation Report, site plan drawings and other pertinent supplemental materials, an Environmental Assessment 404 (b)(1) Public Interest Review, a Public Notice, and a response to comments on the Public Notice. As part of 404 Permit application review and processing, USACE will also require review and consultation of the project with the State Historic Preservation Officer (SHPO) per Section 106 of the National Historic Preservation Act.
- *401 Water Quality Certification.* HELIX will prepare and submit a 401 Water Quality Certification application to the State Water Resources Control Board (SWRCB), which regulates discharges to Waters of the State under the authority of the Porter-Cologne Water Quality Act and, in certain cases, requires an Application/Report of Waste Discharge (ROWD). The filing fee for this task is not included in this cost estimate.
- *1602 Streambed Alteration Agreement.* HELIX will prepare and submit a Section 1602 Streambed Alteration Agreement request to the California Department of Fish and Wildlife (CDFW) for project effects on areas under CDFW jurisdiction. The filing fee for this task is not included in this cost estimate.
- *Endangered Species Act Consultations.* If findings from the IS as well as the alternative selected by the District would have potential impacts to federal or state listed species, project compliance with the federal and/or state Endangered Species Act (ESA) would be required. The level of effort necessary to complete ESA consultation/s varies depending on the species affected (state or federally listed), proposed impacts, regulating lead agency (federal or state), and agency staff availability. HELIX will prepare an ESA Summary Report, Biological Assessment, or equivalent regarding the listed species affected by the project.

Approximate Permitting Cost: \$35,000-85,000

Compensatory Mitigation Support. The project may require procurement of compensatory mitigation credits for the permanent and unavoidable impacts to sensitive habitats and aquatic resources related to project activities. If requested by the District, HELIX can assist with coordination with regulatory agency-approved mitigation banks and land managers for the current service area, pricing, availability, and acquisition of credits to satisfy CEQA and other regulatory permit requirements for project mitigation. For cost estimating purposes, this mitigation support task includes 20 hours total of Senior Biologist and support staff time to investigate and coordinate potential project mitigation as well as prepare pertinent documentation to secure mitigation for the project.

Approximate Mitigation Support Cost: \$5,000

SCHEDULE

HELIX will work with the District and its design engineering consultant in a timely and professional manner to develop a schedule that coincides with the products being prepared by the design engineering consultant as well as the District’s anticipated schedule for the project.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$116,800, which is provided below in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit A, Schedule of Fees.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost (\$)</u>
1	Easement and Pipeline Survey Mark-out	13,200
2	General Biological Survey and Vegetation Micro-Mapping	4,300
3	Jurisdictional Delineation	8,700
4	Rare Plant Survey	4,200
5	Coastal California Gnatcatcher Survey	8,400
6	Biological Technical Report	16,100
7	Noise Report	11,200
8	Cultural Resources Report & AB52 Support	12,300
9	Initial Study	22,800
10	Management, Coordination, and Meetings	15,600
	TOTAL	\$116,800

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this Scope of Services.

- The District will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- The District will identify all potential off-site components and construction staging areas associated with the project as well as mark-out the existing AB pipeline prior to HELIX and PDC conducting the fieldwork.
- This scope assumes a survey and an analysis of the three pipeline replacement alternatives only.
- The District will provide HELIX with a project description, including construction methods. This scope does not include multiple reiterations of project impacts analysis as a result of project design or construction methods modifications. Any project changes, refinements, or work that must be completed in response to the District or reviewing agency request, and which results in additional work or revision of any completed portion of the analysis, may require a contract augment.

- This scope assumes the submittal of electronic copies of the technical reports and IS documents to the District for review. HELIX will revise these, if needed, based on a single set of comments provided by the District. If the District or any other agency has comments or requests revisions, those revisions are not included and would require a contract augment, for which the level of effort would be determined after review of the comments received. If paper copies are requested, they will be charged at an additional cost.
- Task 4 assumes that quantities of rare plants, if detected, would be estimated during the presence/absence survey and does not include detailed quadrant or transect sampling to generate specific counts of individual rare plants.
- Task 5 assumes six survey visits. If the District requests surveys be conducted before March 15 or after June 30 (i.e., between July 1 to March 14), additional authorization would be required to adhere to the USFWS requirement to conduct nine surveys.
- The cost of the records search from SCIC will not exceed \$800.
- Costs associated with Optional Tasks, field surveys not described above, or technical studies not specifically described above (“additional work”) are not required of HELIX under this Scope of Services.

CLOSING

We look forward to continuing our work with you on this project. If you have any questions concerning this proposal, please contact your Project Manager, Thomas Liddicoat at (760) 517-8823 or ThomasL@helixepi.com or me at JoanneD@helixepi.com.

Sincerely,



Joanne M. Dramko, AICP
Environmental Planning Discipline Leader

Enclosures: Exhibit A, Schedule of Fees

CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$290-310
Principal Planner	\$240-300
Principal Regulatory Specialist	\$240-300
Principal Biologist	\$235-300
Principal Acoustician	\$215-225
Principal Landscape Architect	\$190-210
Principal Cultural Resources Specialist	\$200-220
Safety Manager	\$215-225
Senior Noise/Air Quality Specialist	\$195-230
Senior Project Manager I-III	\$165-230
Senior Env Planner	\$150-170
Senior Scientist	\$160-210
Senior Regulatory Specialist	\$160-170
Project Manager I-III	\$135-185
Assistant Project Manager	\$100-145
Regulatory Specialist	\$110-160
Environmental Compliance Specialist	\$190-210
Environmental Planner I-III	\$105-135
Biologist I-V	\$100-170
Noise/Air Quality Specialist	\$135-155
Environmental Compliance Specialist	\$85-125
Senior Archaeologist	\$125-170
Senior Architectural Historian	\$165-175
Senior Archaeology Field Director	\$135-145
Archaeology Field Director	\$125-135
Asst. Archaeology Field Director	\$95-115
Architectural Historian	\$120-155
Staff Archaeologist	\$90-135
Principal Landscape Architect	\$160-230
Project Landscape Architect	\$130-160
Landscape Planner I-III	\$110-120
Landscape Designer	\$105-110
Senior GIS Specialist	\$160-190
GIS Specialist I-III	\$115-150
Graphics	\$115-125
Technical Editor	\$110-125
Operations Manager	\$100-140
Word Processor I-III	\$90-100
Clerical	\$75-85

Rates are subject to change on a yearly basis



STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS ELECTION, SOUTHERN NETWORK, SEAT A

RECOMMENDATION: Adopt Resolution No. 2024-XX nominating Jo MacKenzie to the California Special Districts Association Board of Directors for the Southern Network, Seat A.

PRIOR BOARD ACTION: At its February 17, 2021 meeting, the Board adopted a resolution nominating Jo MacKenzie for the Southern Region, Seat A in the California Special Districts Association (CSDA) Board of Directors election. At its June 16, 2021 meeting, the Board cast its vote for Jo MacKenzie for the Southern Region, Seat A in the CSDA Board of Directors election.

FISCAL IMPACT: Undetermined amount for expenses should Director MacKenzie be re-elected to the CSDA Board of Directors.

SUMMARY: CSDA's primary function is to represent all of California's special districts, in particular before the Legislature and the State Administration. CSDA has six geographical networks and each has three seats on the Board with staggered three-year terms. Director MacKenzie currently serves on the CSDA Board of Directors in Seat A of the Southern Network. With her term expiring this year, she has indicated a desire to continue to serve on the CSDA Board of Directors.

DETAILED REPORT: Any regular CSDA member independent special district is eligible to nominate one person, a board member or managerial employee, for election to the CSDA Board. Nomination must be accompanied by the corresponding minute order or resolution and must be received by CSDA by April 10, 2024. CSDA will email electronic ballots on June 10, 2024 (or paper ballots may be requested by April 10, 2024); completed ballots must be received by CSDA by 5 p.m. on July 26, 2024. Successful candidates will be notified no later than July 30, 2024; all selected board members will be introduced at the CSDA Annual Conference scheduled for September 2024.

ATTACHMENTS:

- Draft resolution
- CSDA Board of Directors Call for Nominations packet

RESOLUTION NO. 2024-XX

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE VISTA IRRIGATION DISTRICT
NOMINATING JO MACKENZIE
TO THE CSDA BOARD OF DIRECTORS

WHEREAS, the Vista Irrigation District is a member district of the California Special Districts Association (CSDA); and

WHEREAS, Jo MacKenzie began her tenure with the Vista Irrigation District in December, 1992; and

WHEREAS, the Vista Irrigation District Board has been very appreciative of Director MacKenzie's on-going commitment to representing the views of all of the San Diego County CSDA member agencies at the State CSDA meetings and wishes to support her continued involvement with CSDA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does place its full and unreserved support in the nomination of Jo MacKenzie to represent the Southern Network, Seat A, on the CSDA Board of Directors; and

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to CSDA, 1112 I Street, Suite 200, Sacramento, California, 95814, forthwith.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors for the Vista Irrigation District this 20th day of February 2024.

AYES:
NOES:
ABSTAIN:
ABSENT:

Richard Vásquez, President

ATTEST:

Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



**California Special
Districts Association**

Districts Stronger Together

DATE: February 5, 2024

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2025 - 2027 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member district in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 10, 2024. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat A – Greg Orsini, Director, McKinleyville Community Services District*
Sierra Network	Seat A – Noelle Mattock, El Dorado Hills Community Services District*
Bay Area Network	Seat A – Chad Davisson, General Manager, Ironhouse Sanitary District*
Central Network	Seat A – Patrick Ostly, General Manager, North of River Sanitary District*
Coastal Network	Seat A – Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network	Seat A – Jo MacKenzie, Director, Vista Irrigation District*

(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net **by April 10, 2024** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 10, 2024 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2024 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS:

April 10, 2024 at 5:00 p.m.



**California Special
Districts Association**
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**



California Special Districts Association
DISTRICT NETWORKS





STAFF REPORT

Agenda Item: 11

Board Meeting Date: February 20, 2024
Prepared By: Shallako Goodrick
Approved By: Brett Hodgkiss

SUBJECT: FINANCING CAPITAL PROJECTS WORKSHOP

RECOMMENDATION: Select a date in April 2024 to hold a workshop on financing capital projects.

PRIOR BOARD ACTION: At its November 1, 2023 meeting, the Board authorized the General Manager to enter into an agreement with NHA Advisors to provide municipal financial advisor services in an amount not to exceed \$100,000.

FISCAL IMPACT: None.

SUMMARY: The District has no debt and has not financed new capital projects since the 1980’s. With a number of large capital projects on the horizon that will need to be funded through sources other than pay-go, the District entered into an agreement with NHA Advisors (NHA) for municipal financial advisor services; NHA will be assisting the District with evaluating financing options, debt management, long-term strategic financial planning, credit rating strategies and policy development and alternative financing instruments. Additionally, NHA will be educating the Board and staff on all aspects of the financing process.

At this time, staff would like to schedule a workshop in April 2024 to provide NHA with an opportunity to share information about the financing process. Topics to be discussed will include project timing constraints and funding timelines; funding sources and considerations and timing for each; and an overview of the bond issuance process, including legal covenants, rating considerations and other financing components. This will be an interactive workshop that will provide the Board with opportunities to ask questions about the topics discussed.

APRIL 2024						
SUN	MON	TUE	WED	THUR	FRI	SAT
	1	2	3 Board Meeting	4	5	6
7	8	9	10	11	12	13
14	15	16	17 Board Meeting	18	19	20
21	22	23	24	25	26	27
28	29	30				



Possible dates for the workshop/meeting



Unavailable



Agenda Item: 12

STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: MATTERS PERTAINING TO THE ACTIVITIES OF THE SAN DIEGO COUNTY WATER AUTHORITY

SUMMARY: Informational report by staff and directors concerning the San Diego County Water Authority. No action will be required.



STAFF REPORT

Agenda Item: 13.A

Board Meeting Date:	February 20, 2024
Prepared By:	Ramae Ogilvie
Approved By:	Brett Hodgkiss

SUBJECT: REPORTS ON MEETINGS AND EVENTS ATTENDED BY DIRECTORS

SUMMARY: Directors will present brief reports on meetings and events attended since the last Board meeting.



STAFF REPORT

Agenda Item: 13.B

Board Meeting Date: February 20, 2024
Prepared By: Ramae Ogilvie
Approved By: Brett Hodgkiss

SUBJECT: SCHEDULE OF UPCOMING MEETINGS AND EVENTS

SUMMARY: The following is a listing of upcoming meetings and events. Requests to attend any of the following events should be made during this agenda item.

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
1	Urban Water Institute’s Spring Water Conference <i>Feb. 21-23, 2024; Palm Springs Hilton</i> <i>Early Bird Registration deadline: Closed; Cancellation deadline: 1/21/24</i>	Vásquez (R, H)
2	Groundwater Resources Association: The Future of Water <i>Feb. 23, 2024; Sacramento, CA</i> <i>Early Bird Registration deadline: Closed; Cancellation deadline: 1/23/24</i>	
3 *	Vista Chamber Government Affairs <i>Mar. 7, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
4 *	Vista Chamber Government Affairs <i>Apr. 4, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
5	ACWA Symposium <i>Apr. 10, 2024; SAFE Credit Union Convention Center, Sacramento</i> <i>Early Bird Registration deadline: TBD; Cancellation deadline: TBD</i>	MacKenzie
6	Southern California Water Coalition Quarterly Meeting <i>Apr. 19, 2024; Noon-2:00 p.m.; Wilson Creek Winery, Temecula</i> <i>Registration deadline: None</i>	
7 *	Vista Chamber Government Affairs <i>May 2, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
8	Hoover Dam Tour (MWD) <i>May 2-4, 2024; Registration deadline: TBD</i>	Kuchinsky
9	ACWA Spring Conference <i>May 7-9, 2024; Sacramento</i> <i>Registration deadline: April 19, 2024; Cancellation deadline: April 19, 2024</i>	MacKenzie (R, H) Sanchez (R, H) Kuchinsky (R, H)
10	Special Districts Legislative Days (CSDA) <i>May 21-22, 2024; Sheraton Grand Sacramento Hotel; Sacramento</i> <i>Early Bird Registration deadline: April 24, 2024; Cancellation deadline, April 24, 2024</i>	MacKenzie (R, H)
11 *	Vista Chamber Government Affairs <i>Jun. 6, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
12	Diamond Valley Lake Tour (MWD, Hosted by Director Miller) <i>June 7, 2024; Diamond Valley Lake (1-day tour)</i> <i>Registration deadline: TBD</i>	Kuchinsky MacKenzie
13 *	Vista Chamber Government Affairs <i>Jul. 4, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
14 *	Vista Chamber Government Affairs <i>Aug. 1, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇

	SCHEDULE OF UPCOMING MEETINGS AND EVENTS	ATTENDEES
15 *	Vista Chamber Government Affairs <i>Sept. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
16	CSDA Annual Conference <i>Sept. 9-12, 2024; Indian Wells</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
17 *	Vista Chamber Government Affairs <i>Oct. 3, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
18	Western Groundwater Congress: A Sustainable Adventure (Groundwater Resources Association of California) <i>Oct. 7-9, 2024; Tahoe</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
19 *	Vista Chamber Government Affairs <i>Nov. 7, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
20	ACWA Fall Conference <i>Dec. 3-5, 2024; Palm Desert</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	
21 *	Vista Chamber Government Affairs <i>Dec. 5, 2024; 12:00 p.m. – 1:30 p.m.; The Film Hub, Vista</i> <i>Reservation deadline: TBD</i>	Kuchinsky ◇
22	Colorado River Water Users Association Conference <i>Dec. 4-6, 2024; Paris Hotel, Las Vegas</i> <i>Registration deadline: TBD; Cancellation deadline: TBD</i>	

* Non-per diem meeting except when serving as an officer of the organization

The following abbreviations indicate arrangements that have been made by staff:

R=Registration; **H**=Hotel; **A**=Airline; **S**=Shuttle; **C**=Car; **T**=Tentative; ◇=Attendee to Self-Register



STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

SUMMARY: This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

Staff-generated list of tentative items for future agendas:

- H.R. La Bounty Award recipients recognition (March)
- Vista Flume Replacement Alignment Study Workshop (March 18, 2024 at 9:00 AM)
- Lake Henshaw Resort
- Lake Henshaw/Warner Ranch Inspection Tour
- Board of Directors' Compensation
- Leak Adjustment Policy
- Communication and Engagement Plan



Agenda Item: 15

STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Ranae Ogilvie

SUBJECT: COMMENTS BY DIRECTORS

SUMMARY: This item is placed on the agenda to enable individual Board members to convey information to the Board and the public not requiring discussion or action.



STAFF REPORT

Agenda Item: 16

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL COUNSEL

SUMMARY: Informational report by the General Counsel on items not requiring discussion or action.



Agenda Item: 17

STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: COMMENTS BY GENERAL MANAGER

SUMMARY: Informational report by the General Manager on items not requiring discussion or action.



Agenda Item: 18

STAFF REPORT

Board Meeting Date: February 20, 2024
Prepared By: Brett Hodgkiss

SUBJECT: CLOSED SESSION FOR CONFERENCE WITH REAL PROPERTY NEGOTIATORS

SUMMARY: Discussion concerning real property transactions in compliance with Government Code section 54956.8 regarding:

Property:	Unaddressed property commonly known as part of Warner Ranch (136-160-43, 137-090-38, 193-080-30 and 195-070-31)
VID Negotiator:	Brett Hodgkiss, General Manager
Negotiating Party:	San Luis Rey Indian Water Authority
Under Negotiation:	Terms