

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

April 19, 2017

An Adjourned Meeting of the Board of Directors of Vista Irrigation District was held on Wednesday, April 19, 2017, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

President Miller called the meeting to order at 8:30 a.m.

2. ROLL CALL

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

Directors absent: None.

Staff present: Eldon Boone, General Manager; Lisa Soto, Secretary of the Board; Brett Hodgkiss, Assistant General Manager; Don Smith, Director of Water Resources; Brian Smith, Director of Engineering; Randy Whitmann, Engineering Project Manager; Frank Wolinski, Operations and Field Services Manager; Alisa Nichols, Management Analyst; Al Ducusin, Engineering Services Manager; Brent Reyes, Water Conservation Specialist; Marlene Kelleher, Finance Manager; and Marian Schmidt, Administrative Assistant. General Counsel Joel Kuperberg was also present.

Other attendees: Award recipients in the Water Awareness Poster Contest and VID Scholarship Contest, and their family members.

3. PLEDGE OF ALLEGIANCE

President Miller led the pledge of allegiance.

4. APPROVAL OF AGENDA

17-04-49	<i>Upon motion by Director Vásquez, seconded by Director MacKenzie and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the agenda as presented.</i>
----------	---

5. PUBLIC COMMENT TIME

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

6. CONSENT CALENDAR

Director MacKenzie indicated that she had questions regarding Consent Calendar Item 6.B, the *San Diego Gas and Electric Power Line Replacement Project*. President Miller directed that the item be pulled from the Consent Calendar to be considered separately following Agenda Item 8.

17-04-50 *Upon motion by Director MacKenzie, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors approved the Consent Calendar, excluding Item 6.B, and including Resolution No. 17-16 supporting the Association of California Water Agencies' Policy Statement on Bay-Delta Flow Requirements and Resolution No. 17-17 approving disbursements.*

A. Waterline project approval and parcel map

See staff report attached hereto. Staff recommended and the Board approved the waterline project and accepted Grant of Right of Way (L49) via Parcel Map, and directed staff to file the Notice of Exemption over a proposed 31-lot single-family development also known as Presidio Vista, consisting of approximately 11.67 gross acres owned by Lennar Homes of California, located at 1405 Ridge Road, Vista (PC 06-060; LN 2016-025; APN's 169-150-14 &-15; DIV NO 4).

B. San Diego Gas and Electric power line replacement project

See staff report attached hereto. Staff recommended and the Board authorized the Board President and the General Manager to execute an "Agreement for Joint Public Use of Property" with San Diego Gas & Electric (SDG&E) in connection with SDG&E's power line replacement project.

C. Association of California Water Agencies' Policy Statement on Bay-Delta flow requirements

See staff report attached hereto.

The Board adopted Resolution No. 17-16 supporting the Association of California Water Agencies' (ACWA) Policy Statement on Bay-Delta Flow Requirements, by the following roll call vote:
AYES: Directors Vásquez, Dorey, Sanchez, MacKenzie, and Miller
NOES: None
ABSTAIN: None
ABSENT: None
Resolution No. 17-16 is on file in the official Resolution book of the District.

D. Minutes of Board of Directors meeting on April 5, 2017

The minutes of April 5, 2017 were approved as presented.

E. Resolution ratifying check disbursements

RESOLUTION NO. 17-17

BE IT RESOLVED, that the Board of Directors of Vista Irrigation District does hereby approve checks numbered 55736 through 55825 drawn on Union Bank totaling \$405,139.65.

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 19th day of April 2017.

7. PRESENTATION OF AWARDS TO WINNERS OF THE WATER AWARENESS POSTER CONTEST

See staff report attached hereto.

Assistant General Manager Brett Hodgkiss welcomed and thanked the students and their families for their attendance. Water Conservation Specialist Brent Reyes stated that this was the 25th year that the District had participated in the Water Awareness Poster Contest. He noted that this year there were 277 entries in the contest. Mr. Reyes announced the award recipients, and President Miller presented the prizes as follows: 3rd place prize of \$25 to Paul Stewart of St. Thomas Elementary School; 2nd place prize of \$50 to Caitlyn Enciso of Joli Ann Leichtag Elementary School; and 1st place prize of \$100 to Brooke Michelle Furgal of Lake Elementary School. The Board commended the children for their good work, and the parents for supporting their children’s activities. The children and their families thanked the Board left the meeting at this time.

8. SCHOLARSHIP CONTEST AWARD PRESENTATIONS

See staff report attached hereto.

Mr. Hodgkiss provided background regarding the scholarship program, stating that this year the District received 10 applications. He stated that the Public Affairs Committee reviewed the applications and after careful consideration, selected one winner and two runners-up. President Miller presented the scholarship awards as follows: a \$1,500 scholarship to Jacob Toney of Rancho Buena Vista High School as winner in the contest; and a \$750 scholarship to Sawyer Post of Vista High School, as a runner-up in the contest. Thomas Montero was also selected as a runner-up, but he was not present at this time to receive his award. The Board congratulated and thanked the award recipients and their families. The students and their families thanked the Board and left the meeting at this time.

6.B San Diego Gas and Electric power line replacement project

General Manager Eldon Boone provided an overview of the agreement for joint public use of property with San Diego Gas & Electric (SDG&E) in connection with SDG&E’s power line replacement project. Mr. Boone noted that the easement would not cross District property but rather it would cross a road that the District uses to access the Diversion Dam. Mr. Boone noted that on a future agenda there would be a related item; SDG&E’s request to expand their easement rights on the Warner Ranch. Mr. Boone said that this item will not be on the consent calendar because it will involve District property and monetary considerations. Director MacKenzie commented that the staff report could have benefitted from a little more detail. General Counsel Kuperberg provided clarification regarding the width of the easement.

17-04-51 *Upon motion by Director MacKenzie, seconded by Director Vásquez and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors authorized the Board President and the General Manager to execute an “Agreement for Joint Public Use of Property” with San Diego Gas & Electric (SDG&E) in connection with SDG&E’s power line replacement project.*

During the above discussion, the third award recipient in the scholarship contest, Thomas Montero, arrived. At the conclusion of the above discussion, President Miller reopened agenda Item 8 to present Mr. Montero with his scholarship award.

8. SCHOLARSHIP CONTEST AWARD PRESENTATIONS

See staff report attached hereto.

Mr. Hodgkiss invited Mr. Thomas Montero to the front of the room to receive his award. President Miller congratulated Mr. Montero for a job well done on his application and essay. He presented Mr. Montero his award. Mr. Montero thanked the Board and left the meeting.

9. OPERATING AGREEMENT WITH SAVE OUR HERITAGE ORGANISATION FOR THE WARNER-CARRILLO RANCH HOUSE

See staff report attached hereto.

Mr. Boone provided background regarding the restoration of the Warner-Carrillo Ranch House (Ranch House) and the stabilization of the adjacent barn. Mr. Boone stated that a visit to the site is planned for the Board's inspection tour of Lake Henshaw and Warner Ranch the following week. Mr. Boone stated that a condition of the \$316,000 grant received from the California Cultural and Historical Endowment for the project contains an obligation for the District to keep the site accessible and open to the public for at least 20 years. Mr. Boone said that the Ranch House opened to the public in November 2012 and is currently only open two days a week (on the weekend) for four hours each day. The site is run and maintained at no cost to the District by the Save Our Heritage Organisation (SOHO). Mr. Boone added that, according to the contract with SOHO, the only cost for which the District would be responsible would be for termites and major repairs.

Mr. Boone stated that visits to the Ranch House site over the past four years have not been nearly what SOHO had projected. Consequently, SOHO has been unable to bring in the revenues needed (from admissions and gift shop sales) to cover their operating costs. Mr. Boone said SOHO has been operating and maintaining the Ranch House with an average monthly operating loss of about \$1,000.

Mr. Boone said that staff has been working with SOHO to come up with a solution that is acceptable to SOHO and the District. Mr. Boone said that staff plans to present an agenda item in May for the Board to consider amending the agreement with SOHO; the proposed amendment would provide that the District would contribute \$1,000 per month towards SOHO's operation and maintenance costs of the Ranch House. The Board briefly discussed the matter and brainstormed ideas for marketing the site to bring in more visitors. Mr. Boone said that he believes paying SOHO \$12,000 per year to keep the house up and running is likely the cheapest option available to the District.

10. STATE WATER RESOURCES CONTROL BOARD PROPOSED MERCURY POLICY

See staff report attached hereto.

Mr. Boone said that in January 2017 the State Water Resources Control Board (State Board) proposed to create three new beneficial uses of water and establish water quality objectives for inland water bodies as part of its effort to control mercury in California water bodies. The District, along with the San Diego County Water Authority (Water Authority), the Association of California Water Agencies (ACWA) and other California water interests, is seeking modifications and clarifications in the regulatory language to prevent potential adverse impacts on water production and development programs, including the District's operation of the local water system. Mr. Boone said that there will be a public hearing on May 2 in Sacramento, and he believed it would be in the District's best interest to have representation at meetings with State Board staff and/or members of the State Board or at the hearing to voice the District's concerns. Mr. Boone said that Back-up General Counsel Jeremy Jungreis has been working with staff on

the matter, and perhaps, he and/or Director of Water Resources Don Smith should be in attendance at the meetings and/or hearing.

Mr. Don Smith provided an overview of the testing that has been done for mercury in fish in Lake Henshaw in recent years. He noted that varying levels of mercury were noted in different types of fish, from the bottom feeding fish to the larger predator fish, and that less mercury was found in the fish in the 2014 than in 2008.

11. STATUS OF SAN LUIS REY INDIAN WATER RIGHTS SETTLEMENT IMPLEMENTATION

See staff report attached hereto.

Mr. Boone stated that there were no new developments regarding any of the pending matters listed in the staff report. Director MacKenzie noted that the last significant action item that was completed in the matter was on March 1, 2017. She inquired about the activities of the District's Special Counsel since that time. The Board discussed the recent activities of Special Counsel and the resulting billing. The Board expressed an expectation to see the level of effort by Special Counsel and the associated costs diminish since the matter is nearing resolution. Mr. Boone said that staff will look at ways to contain future legal costs associated with the Settlement.

Mr. Boone said that there continues to be discussion between the attorneys of the Local Entities (Vista Irrigation District and City of Escondido) and the San Luis Rey Indian Water Authority (Indian Water Authority) regarding a proposal made by Robert Laidlaw, former Senior Policy Analyst with the Department of Interior, related to assisting all parties with settlement implementation. The Board reaffirmed its position that this type of assistance from Mr. Laidlaw seems unnecessary since the settlement implementation will be handled primarily by staff.

There was a brief discussion regarding pending legislation AB 892 and SB 750. Mr. Boone said that the Indian Water Authority has indicated that it might be seeking the support of the Local Entities regarding these two bills having to do with virtual annexations for the Indian tribes to receive water from water districts throughout the State. Mr. Boone reported that the Water Authority, Valley Center Municipal Water District, and other local water agencies have all expressed support for the bills if amended. The Board requested that this matter be agendaized for the May 2 Board meeting for discussion by the Board.

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

See staff report attached hereto.

President Miller stated that there had not been a meeting of the Water Authority since his last report. Mr. Boone reported on the recent Member Agency General Managers' meeting where the Water Authority's proposed water rates for the coming year were discussed. He noted that the Water Authority staff is proposing a four percent rate increase with the biggest driver of the increase being the Imperial Irrigation District transfer. Mr. Boone noted that the treatment surcharge represents 18 percent of the total rate increase. With the Water Authority projecting that it will prevail in its lawsuit with Metropolitan Water District (MWD), it is anticipated that MWD will lower its wheeling charge, and the Water Authority will in turn lower its rates, most likely in 2019.

13. MEETINGS AND EVENTS

See staff report attached hereto.

Director MacKenzie reported on her attendance at a meeting of the California Special Districts Association (CSDA), San Diego Chapter Executive Committee. She reported that of the ten applications received in the 2017 San Diego Chapter CSDA Video Contest, there were four winners, with one being from the North County Trade Tech High in Vista. The four winning videos will be presented at the CSDA, San Diego Chapter Quarterly meeting in May.

Directors Vásquez and MacKenzie reported on their attendance at the California Water Policy Conference where the General Manager of MWD Jeff Kightlinger spoke about MWD, and the partnerships it has cultivated over the past decade. Director Vásquez reported that the session he attended, "Water Rights in an Era of Permanent Conservation Mandates", had several good speakers including Brian Poulsen, General Counsel for El Dorado Irrigation District who made several excellent points about long term planning for water managers.

Directors Vásquez and Dorey reported on their attendance at a meeting of the Council of Water Utilities (COWU) where Gary Arant, General Manager of the Valley Center Municipal Water District, provided an overview of California water issues, including the history of water projects in the State.

Director Dorey reported on his attendance at a meeting of the ACWA Groundwater Committee via teleconference where the discussion centered on requirements by counties and cities for building, which do not take into consideration the availability of water to serve the new construction.

Director Sanchez reported on his completion (by webinar) of Harassment Prevention training. He requested authorization to attend the Special District Leadership Academy Conference in Napa in July.

Directors MacKenzie and Sanchez requested authorization to attend the CSDA Annual Conference in September in Monterey. Director MacKenzie requested authorization to attend the CSDA Quarterly meeting in August 2017 in Kearny Mesa.

Director Vásquez advised that he previously received authorization to tentatively attend the Law of the Colorado River Conference but his schedule will not allow him to attend after all.

17-04-52	<i>Upon motion by Director Vasquez, seconded by Director Dorey and carried (4 ayes: Miller, Vásquez, Dorey and MacKenzie; 1 absent: Sanchez (out of room for vote)), the Board of Directors authorized the following attendances: Director Sanchez to attend the Special District Leadership Academy Conference in Napa, July 9-12, 2017 or at a different time subject to space availability; Directors MacKenzie and Sanchez to attend the CSDA Annual Conference in September in Monterey; Director MacKenzie to attend the CSDA Quarterly meeting in August 2017 in Kearny Mesa.</i>
----------	--

A brief break was taken from 10:48 a.m. to 10:57 a.m.

14. ITEMS FOR FUTURE AGENDAS AND/OR PRESS RELEASES

See staff report attached hereto.

The Board recalled the two items that were mentioned earlier in the meeting for the May 2 agenda: 1) Pending legislation AB 892 and SB 750; and 2) Agreement with SOHO for the continued operation and maintenance of the Warner-Carrillo Ranch House. Another item that was noted for a future agenda was the SDG&E Power Line Replacement Project on Warner Ranch.

15. COMMENTS BY DIRECTORS

Director Vásquez reported that he read a news article about Governor Brown declaring an end to the State's drought. He also commented on news articles about the Colorado River being at risk, the need for funding in California for safe drinking water and lead testing at San Diego schools. President Miller commented on some of the same articles, and one about the snow pack in the Sierras being better than ever.

16. COMMENTS BY GENERAL COUNSEL

Mr. Kuperberg stated that he would be absent from the April 25 Board meeting, which will be the tour of Lake Henshaw and the Warner Ranch. He stated that he would also not be at the upcoming ACWA Conference. He noted that Jeremy Jungreis would be attending both events in his place.

17. COMMENTS BY GENERAL MANAGER

Mr. Boone reported that the District has completed all of the lead testing that has been requested for the public schools in the District's service area. He said that the District received no request for testing of any private schools in the District's service area.

Mr. Boone reported on two Assembly Bills, AB 885 and AB 746, having to do with lead testing in public schools. These bills would require lead testing in all public schools built before 1994. If an elevated level of lead is detected, the school would have to implement specified mitigation measures such as locking off faucets where lead was detected, installing filters at water outlets and replacing fixtures and lead water lines.

Mr. Boone pointed out a memo left at the Board's places at the dais (attached hereto as Exhibit A) regarding Service Charge Adjustments. Mr. Boone said that the District has two rate increases per year: 1) annually in March, an automatic pass-through of the Water Authority rate is placed on the District's commodity rate; and 2) annually in July, the District's service charge is adjusted according to the San Diego Consumer Price Index (CPI). Mr. Boone noted that this year, the water bill for a typical residential customer will increase by 1.3 percent; customers will be notified via a message on their bills in the months of May and June, prior to the July 1 effective date.

Mr. Boone informed the Board about Fair Political Practices Commission (FPPC) Form 806. The FPPC requires each agency to post a Form 806 (Form) for public officials to report additional compensation received when appointing themselves to positions on District committees, boards or commissions of an intergovernmental public agency and joint power agency/authorities. A completed Form 806 must be posted on an agency website listing any paid appointed position, date of appointment, length of term and projected stipend. General Counsel Joel Kuperberg provided clarification regarding when the Form needs to be completed.

Mr. Boone reminded Directors about the Board meeting on April 25 to tour Lake Henshaw and the Warner Ranch. He reminded the Board that the start time was 8:00 a.m.; he estimated the return time to be shortly after 3:00 p.m.

At this time, everyone in the audience left the Boardroom except for Frank Wolinski. Human Resources Manager Phil Zamora joined the meeting. Board Secretary Lisa Soto and Administrative Assistant Marian Schmidt also left the meeting.

18. CLOSED SESSION: LABOR NEGOTIATIONS

President Miller adjourned the meeting at 11:30 a.m. for a closed session conference with labor negotiators Brett Hodgkiss, Phil Zamora and Frank Wolinski, pursuant to Government Code section 54957.6(a).

At 11:38 a.m., President Miller reconvened the meeting to open session and declared that the following action had been taken:

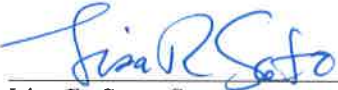
17-04-53	<i>Upon motion and second, and unanimously carried (5 ayes: Miller, Vásquez, Dorey, Sanchez, and MacKenzie), the Board of Directors appointed Brett Hodgkiss, Phil Zamora, and Frank Wolinski as lead labor negotiators, and Eldon Boone as an alternate negotiator for the upcoming District labor negotiations.</i>
----------	---

19. ADJOURNMENT

There being no further business to come before the Board, at 11:39 a.m., President Miller adjourned the meeting to April 25, 2017 at 8:00 a.m.


Marty Miller, President

ATTEST:



Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



STAFF REPORT

Agenda Item: 6.A

Board Meeting Date: April 19, 2017
Prepared By: Al Ducusin
Reviewed By: Brian Smith
Approved By: Eldon Boone

SUBJECT: WATERLINE PROJECT APPROVAL AND PARCEL MAP

RECOMMENDATION: Approve this waterline project and accept Grant of Right of Way (L49) via Parcel Map, and direct staff to file the Notice of Exemption over a proposed 31-lot single-family development also known as Presidio Vista, consisting of approximately 11.67 gross acres owned by Lennar Homes of California, located at 1405 Ridge Road, Vista (PC 06-060; LN 2016-025; APN's 169-150-14 &-15; DIV NO 4).

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None.

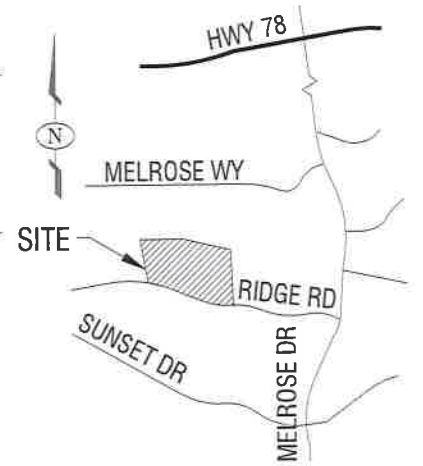
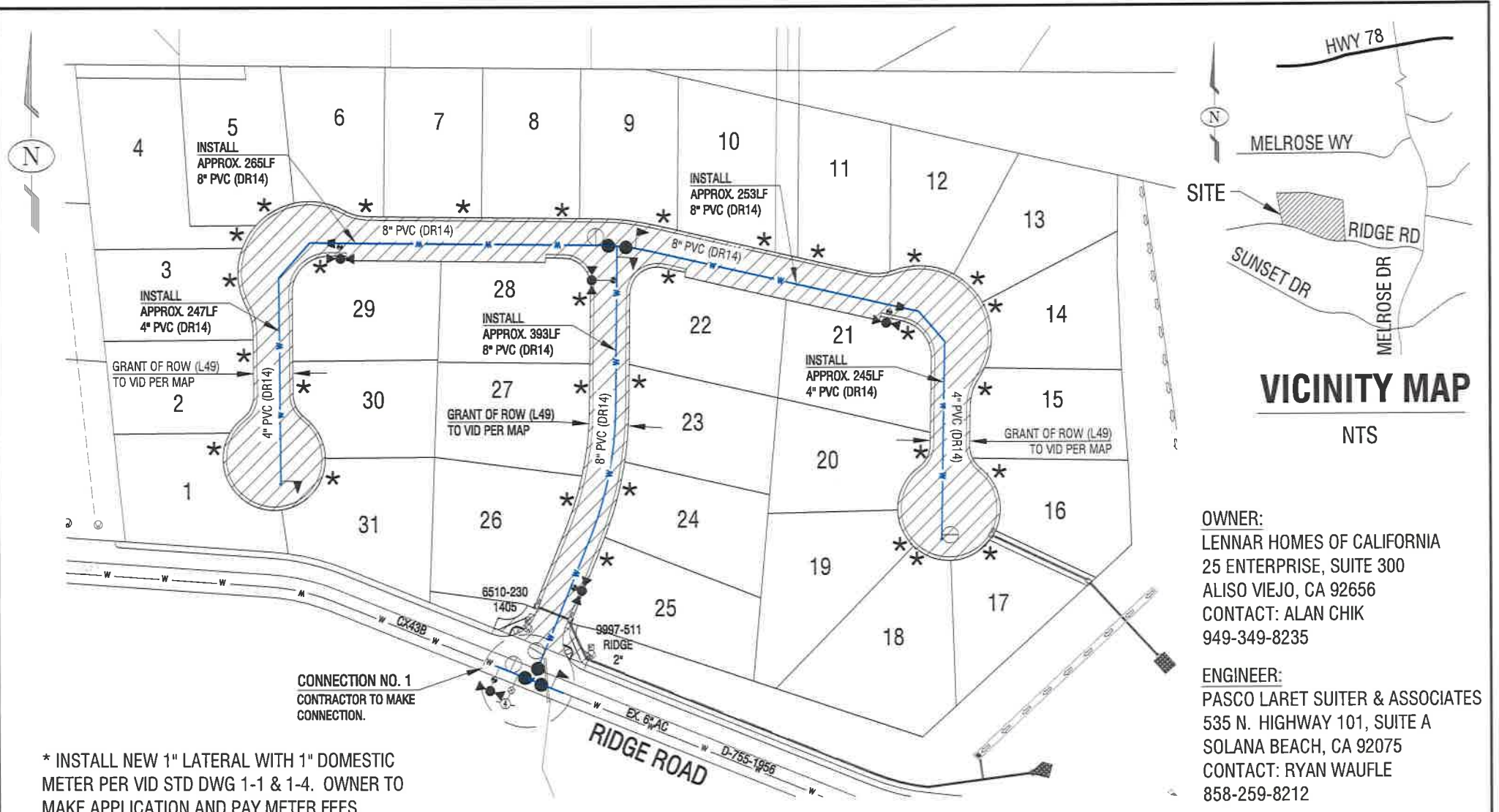
SUMMARY: On March 23, 2017, the District Engineer signed the improvement plans for this waterline project. The approval of this water system will allow the General Manager to sign the construction contract when the owner returns it and will allow the owner to continue with the development of the project.

The acceptance of Grant of Right of Way (L49) via Parcel Map will allow the developer to install the waterline in a dedicated easement granted to the District and to record the map with the County Recorder.

DETAILED REPORT: Under District inspection, the developer's contractor will install approximately 492 feet of 4" waterline, 911 feet of 8" waterline, 31 - 1" domestic water services, one 2" irrigation water service, and six standard 6" fire hydrants.

The District currently has Blanket Easement No. BM98 encumbering this property. Per Parcel Map, Lennar Homes of California will be granting the District a specific easement over a private road.

ATTACHMENT: Map



VICINITY MAP

NTS

OWNER:
 LENNAR HOMES OF CALIFORNIA
 25 ENTERPRISE, SUITE 300
 ALISO VIEJO, CA 92656
 CONTACT: ALAN CHIK
 949-349-8235

ENGINEER:
 PASCO LARET SUITER & ASSOCIATES
 535 N. HIGHWAY 101, SUITE A
 SOLANA BEACH, CA 92075
 CONTACT: RYAN WAUFLE
 858-259-8212







* INSTALL NEW 1" LATERAL WITH 1" DOMESTIC METER PER VID STD DWG 1-1 & 1-4. OWNER TO MAKE APPLICATION AND PAY METER FEES.

CONNECTION NO. 1
 CONTRACTOR TO MAKE CONNECTION.








 GRANT OF RIGHT OF WAY (L49) TO VID PER MAP

LEGEND

EXISTING

-  6" AC WATER MAIN
-  BLOW OFF
-  AIR VENT
-  VALVE
-  WATER METER
-  4" FIRE HYDRANT

PROPOSED

-  PVC (DR14) WATER
-  BLOW OFF
-  AIR VENT
-  VALVE
-  REDUCER
-  WATER METER
-  6" FIRE HYDRANT

VISTA IRRIGATION DISTRICT

PRESIDIO VISTA

1405 RIDGE ROAD

APN 169-150-14 & 169-150-15		T.B. --
SCALE: NO SCALE		L.N. 2016-025
APPD. BY <i>AN</i>	DATE <i>4/10/17</i>	W.O.
DRAWN BY JB	DATE 08/01/16	
SHEET 1 of 1	MAP D17	
REVISED 4/10/17 Jeanette Bradshaw		



STAFF REPORT

Agenda Item: 6.B

Board Meeting Date: April 19, 2017
Prepared By: Brett Hodgkiss
Reviewed By: Don Smith
Approved By: Eldon Boone

SUBJECT: SAN DIEGO GAS AND ELECTRIC POWER LINE REPLACEMENT PROJECT

RECOMMENDATION: Authorize the Board President and General Manager to execute an “Agreement for Joint Public Use of Property” with San Diego Gas & Electric (SDG&E) in connection with SDG&E’s power line replacement project.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: Approval of the Agreement for Joint Public Use of Property (Agreement) will avoid future legal fees for the District associated with SDG&E’s implementation of this project as well as potential court costs.

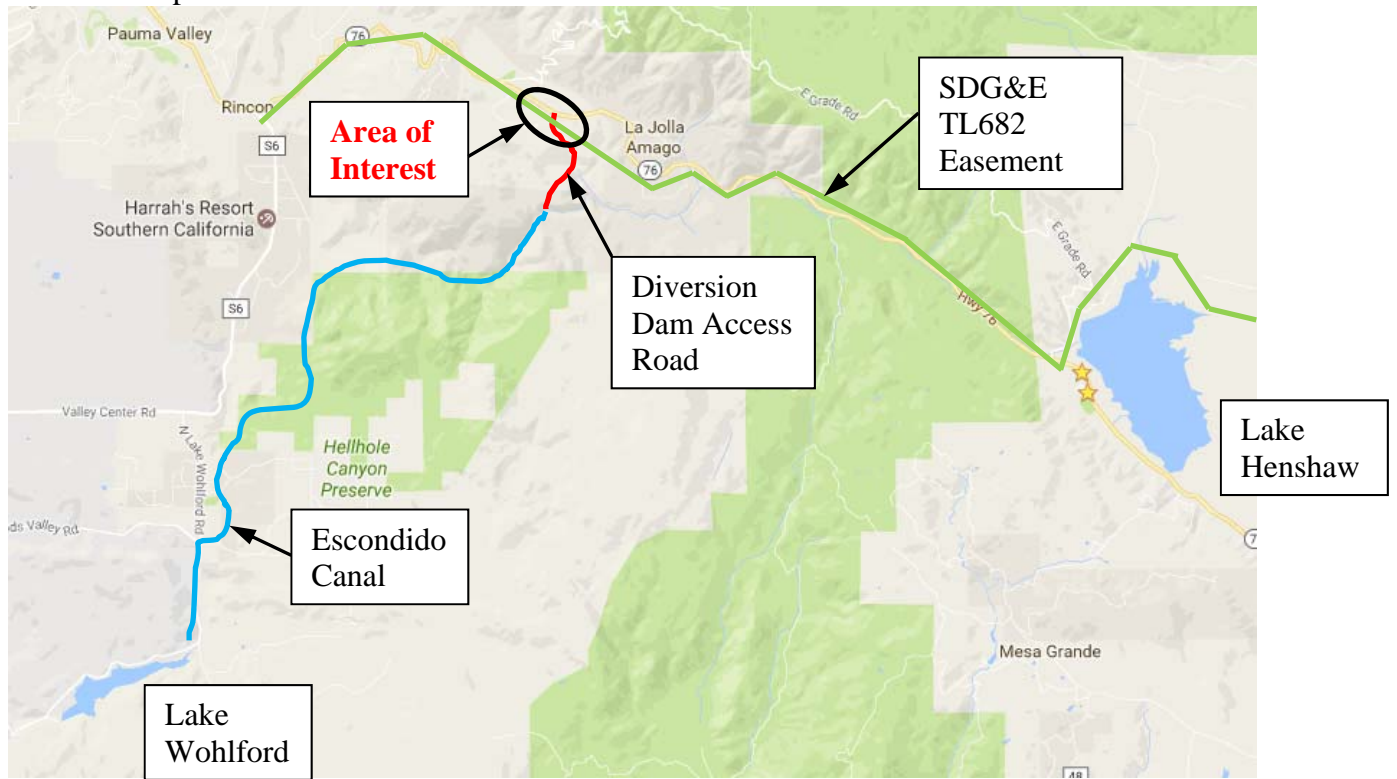
SUMMARY: San Diego Gas and Electric (SDG&E) has undertaken a power line replacement project to enhance the safety and reliability of existing electric facilities within and near the Cleveland National Forest. The project includes the replacement of 2,100 wood poles with new, fire resistant, weatherized poles. The project will utilize the same alignment as the existing wood poles for much of the replacement and removal activities.

In connection with the project, SDG&E filed an eminent domain complaint to obtain and expand easements over portions of properties along the proposed project route. In the complaint, SDG&E seeks to acquire and expand its existing easement rights across an easement jointly held by the District and Escondido Mutual Water Company. The subject easement is used to access the point where the San Luis Rey River is diverted into the Escondido Canal (also known as the Diversion Dam). Attached are a map and satellite images of the easement area.

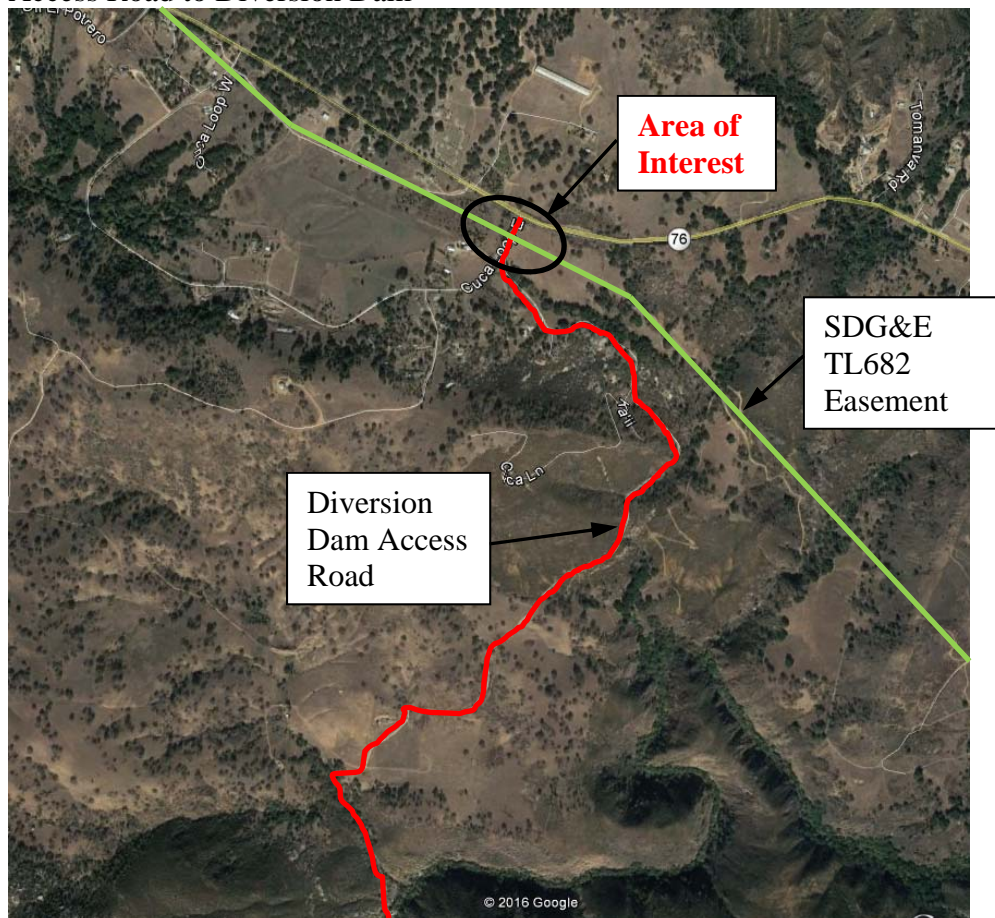
DETAILED REPORT: District General Counsel has worked with SDG&E’s legal counsel to develop an Agreement that allows the District’s easement rights to remain while assuring SDG&E has use of the easement area for its project. Attached is a copy of the Agreement.

ATTACHMENT: Map and Satellite Images
Agreement for Joint Public Use of Property

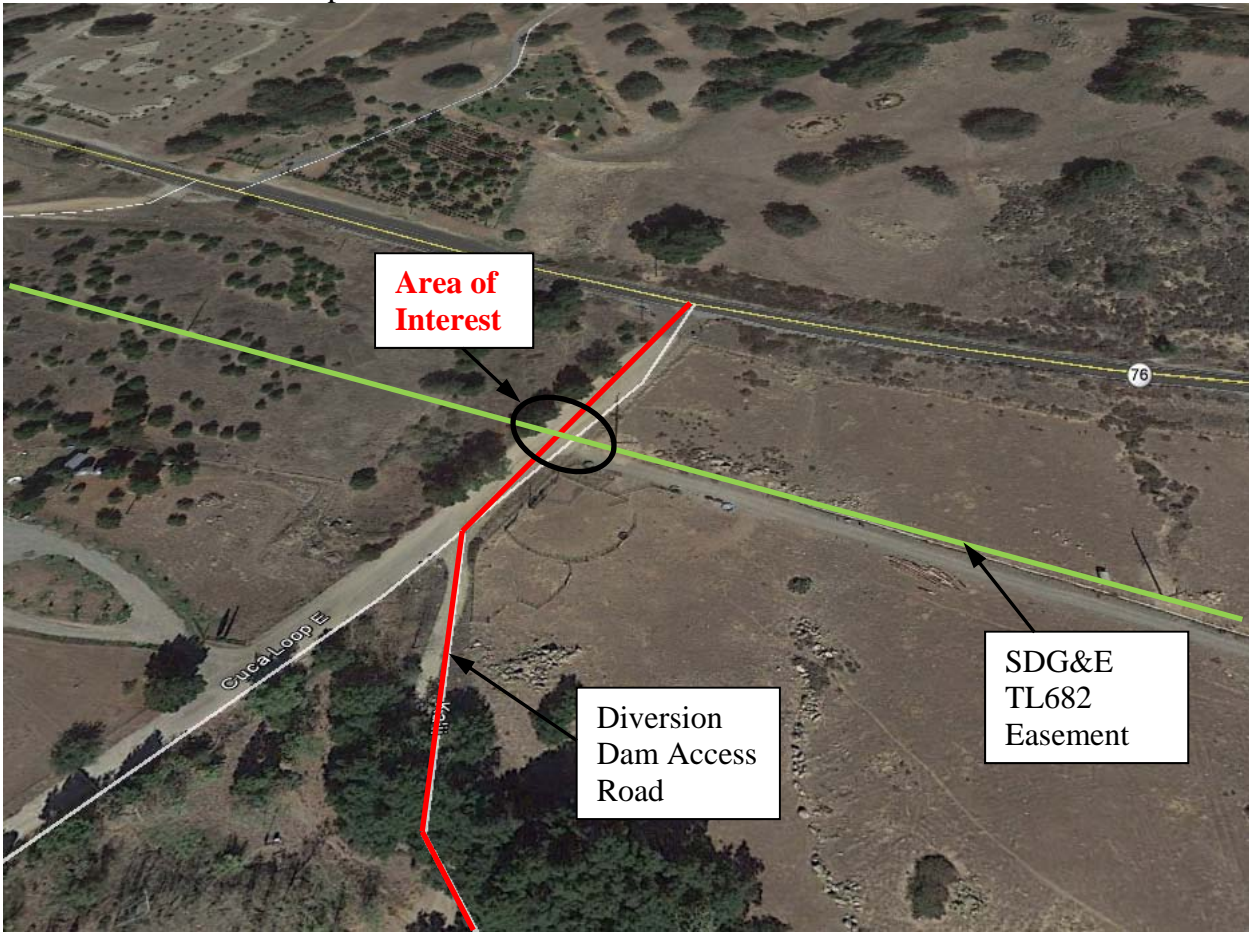
Location Map



Access Road to Diversion Dam



Area of Easement Overlap



AGREEMENT FOR JOINT PUBLIC USE OF PROPERTY

This AGREEMENT FOR JOINT PUBLIC USE OF PROPERTY (“Agreement”) is entered into by and between San Diego Gas & Electric Company (“SDG&E”) and Vista Irrigation District (“VID”) this ____ day of _____, 2017 (“Effective Date”). This Agreement is entered into in consideration of all of the following:

RECITALS

- A. SDG&E is a public utility corporation, duly formed and existing under the laws of the State of California, imbued with the power of eminent domain to acquire property for public right-of-way improvements. SDG&E’s principal place of business is in San Diego, County of San Diego, State of California.
- B. VID is an irrigation district organized and existing under the Irrigation District Law (Water Code § 20500 *et seq.*), with its principal place of business in Vista, County of San Diego, State of California.
- C. On or about May 26, 2016, the California Public Utilities Commission (“CPUC”) approved the Master Special Use Permit and Permit to Construct Power Line Replacement Projects (the “Project”). Following CPUC’s approval of the project, SDG&E filed an action in eminent domain on or about January 3, 2017, entitled San Diego Gas & Electric Company v. Surinder Tayebi, et al., SDSC Case No. 37-2017-0000031-CU-EI-CTL (“Condemnation Action”), to acquire various property interests described in the complaint (the “Property”), in furtherance of the Project. A true and correct copy of the Complaint in the Condemnation Action is attached hereto as Exhibit 1.
- D. VID has an interest in the Property by virtue of easements for private road and ingress and egress purposes granted to VID or its predecessor by that instrument recorded in Book 7470, Page 165 of Official Records in the San Diego County Recorder’s Office on or about January 29, 1959, and that instrument recorded in Book 7554, Page 434 of Official Records in the San Diego County Recorder’s Office on or about March 18, 1959 (collectively the “Easements”). VID owns and operates a right of way for road purposes within the Easements to service its water distribution facilities.
- E. VID’s exercise of its rights under the Easements will not interfere with SDG&E’s construction and operation of the Project; and SDG&E’s reasonable construction and operation of the Project will not interfere with VID’s exercise of its rights under the Easements.
- F. As required by Code of Civil Procedure section 1240.530(a), SDG&E and VID have negotiated with respect to potential joint public use of these areas, and the appropriate terms and conditions upon which the parties could make such public uses compatible. Such negotiations have led to this Agreement, which the parties contemplate presenting to the court in the Condemnation Action (the “Court”) under Code of Civil Procedure

section 1240.530(a); and the parties seek to have the court implement by order as the terms and conditions of the parties' compatible public use.

AGREEMENT

NOW, THEREFORE, based on all the foregoing, the parties hereby agree as follows:

1. Recitals. The parties agree that the foregoing Recitals are true and correct, and incorporate such Recitals in full as part of this Agreement.
2. VID's Prior Rights.
 - 2.1. SDG&E acknowledges that VID acquired the Easements prior to SDG&E filing its Condemnation Action and thus the Easements confer prior rights to VID. Any property interest obtained by the SDG&E in the Condemnation Action will not in any way prevent VID and its lessees, licensees, permittees, contractors, representatives, employees, agents, directors, volunteers, successors, and assigns, from continuing any or all legal uses of any of its Easements. The priority of any rights with respect to the Easements shall not be affected by the Condemnation Action or this Agreement.
 - 2.2. SDG&E shall promptly replace or restore any of VID's facilities located within the Property that are altered or in any way affected during SDG&E's planning, pre-construction activities, construction, maintenance, rehabilitation, relocation, repair, and/or use of the Project, to the condition and functionality of such facilities existing prior to the time they are altered or affected. Likewise, VID shall promptly replace or restore any of SDG&E's facilities located within the Property that are altered or in any way affected by VID's maintenance, rehabilitation, relocation, repair, and/or use of VID's facilities, to the condition and functionality of such facilities existing prior to the time they are altered or affected.
3. VID's Consent to the Project; Disclaimer of Compensation; Reservation of Rights.
 - 3.1. VID hereby consents to the construction, reconstruction, maintenance, and use by SDG&E of the Project over, along, and upon the Property, subject to the terms and conditions herein contained.
 - 3.2. VID disclaims any claims to the compensation to be awarded for the taking of the parcels to be condemned in the Condemnation Action or for any damages to the remainder of the larger parcel of property to which the property being taken is a part.
 - 3.3. VID has and reserves the right to use the Easements for all the purposes for which the Easements were acquired, without need for any further permit or permission from SDG&E.
4. Use of Property Rights. Both SDG&E and VID shall use their respective property rights in such a manner as not to interfere unreasonably with the rights of the other. Nothing contained herein shall be construed as a release or waiver of any claim for compensation or damages which the VID or SDG&E may now have or may hereafter acquire resulting from

the construction of additional facilities or the alteration of existing facilities by either VID or SDG&E in such a manner as to cause an unreasonable interference with the use of the parties' property rights.

5. Incorporation of Agreement as Court Order Regarding Compatible Use. The parties shall jointly request the Court to incorporate all the terms and conditions of this Agreement in an order under Code of Civil Procedure section 1240.530 regarding the Property, and incorporate same as to the definition of the scope and extent of the property interests in the Property to be acquired by SDG&E and those interests retained and reserved by VID over the Property. Within twenty (20) days of the date of this Agreement, the parties shall file with the Court a "Stipulation For Interlocutory Judgment In Condemnation" and a proposed "Interlocutory Judgment In Condemnation" (collectively, the "Application") in substantially the form of Exhibits 2 and 3 hereto. All determinations of just compensation for SDG&E's acquisition of the Property shall be based on the interests in property as set out in this Agreement, including all reservations, restrictions, and easement conditions stated herein. The parties agree to cooperate reasonably in presenting the Application and this Agreement to the Court, and preparing such further documents, materials or orders as may be required by the Court to effectuate both the incorporation of the duties, obligations and agreements of this Agreement as part of any final judgment and any final order in condemnation transferring any portion of the property to SDG&E, or in the event of a negotiated agreement between the parties, in any stipulated judgment or stipulated final order of condemnation, or deed or other conveyance transferring any interest in any portion of the Property to SDG&E.
6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matters encompassed herein, and supersedes all prior representations, written or oral. This Agreement may only be amended by an instrument in writing signed by both parties.
7. Notice of Default; Dispute Resolution. In the event of any breach or alleged nonperformance of any provision of this Agreement, prior to initiating any legal or equitable action, the party alleging the breach or nonperformance shall provide written notice to the other, specifying the grounds of such alleged breach or nonperformance, and detailing all actions the notifying party claims are required to remedy the alleged breach or nonperformance. The party shall, within thirty (30) days of the delivery of such written, meet and confer in a good faith attempt to resolve any differences between them. If such meet and confer efforts do not result in agreement on the necessary measures, if any, which need to be taken remedy the alleged breach or nonperformance within forty-five (45) days after delivery of the written notice, the party alleging the breach or nonperformance may pursue any and all remedies, legal or equitable, otherwise available to it.
8. Attorneys' Fees. In the event of any proceeding, legal, equitable or otherwise, to enforce any provision this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees, in addition to any other relief which may otherwise be available to it. As used herein, "attorneys' fees" includes costs of legal representation, recoverable court costs, costs of any expert witnesses, costs of document and exhibit production and reproduction, and costs of depositions, including transcripts. Such attorneys' fees shall be recoverable

whether or not the matter is prosecuted to final judgment. In any such proceeding, the court or other finder of fact shall be asked to name a prevailing party.

9. Interpretation. This Agreement is the product of negotiations between SDG&E and VID, and shall be interpreted as if prepared equally by both.
10. Severability. In the event one or more provisions of this Agreement are held to be invalid or unenforceable, the parties intend the remainder of the Agreement shall in all respects remain valid, and binding between them, and the remainder of this Agreement and its terms shall remain in full force and effect.
11. Corporate Authority. Each of the parties represents to the other that person whose signature appears on its behalf below has the authority to bind the entity on whose behalf the signature appears to the terms of this Agreement, and that by entering into this Agreement, such party is not thereby in breach of any contract or agreement.
12. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties. Authentic facsimile signatures shall be deemed to be original signatures for all purposes.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first set forth hereinabove.

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Its: _____

Approved as to Form:

By: _____

George H. Kaelin, III, Attorney, San Diego Gas & Electric Company

VISTA IRRIGATION DISTRICT

By: _____

Marty Miller, President

By: _____

Eldon Boone, General Manager

Approved as to Form

By: _____

Joel Kuperberg, General Counsel, Vista Irrigation District

EXHIBIT 1

Complaint in the Condemnation Action

EXHIBIT 2

Stipulation for Order Under Code of Civil Procedure Section 1240.530

EXHIBIT 3

Order Pursuant to Code of Civil Procedure Section 1240.530

FILED
CIVIL BUSINESS OFFICE 2
CENTRAL DIVISION

2017 JAN -3 AM 11:15

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

1 George H. Kaelin, III (SBN 157048)
2 Jessica S. Taylor (SBN 294363)
3 Kenneth C. Turek (SBN 97908)
4 ALLEN, SEMELSBERGER & KAELIN, LLP
5 600 B Street, Suite 2400
6 San Diego, CA 92101
7 Phone (619) 544-0123 / Fax (619) 544-1251

8 C. Larry Davis (SBN 70589)
9 Office of the General Counsel
10 SAN DIEGO GAS & ELECTRIC COMPANY
11 8330 Century Park Court, 2nd Floor
12 San Diego, Ca 92123
13 Phone (619) 654-1621 / Fax (619) 696-4838

14 Attorneys for Plaintiff
15 SAN DIEGO GAS & ELECTRIC COMPANY

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN DIEGO, CENTRAL DIVISION

18 SAN DIEGO GAS & ELECTRIC
19 COMPANY, a California corporation,

20 Plaintiff,

21 v.

22 SURINDER TAYEBI, Trustee of the
23 Hippocrates Trust dated February 27,
24 2001; COUNTY OF SAN DIEGO;
25 VISTA IRRIGATION DISTRICT AND
26 ESCONDIDO MUTUAL WATER
27 COMPANY; CHICAGO TITLE
28 COMPANY; MERCATOR
CALIFORNIA, LLC, and DOES 1
through 50, inclusive; and all other
persons unknown claiming an interest in
the property,

Defendants.

) CASE NO. 37-2017-00000031-CU-EI-CTL

) GENERAL CIVIL CASE

) Assessor Parcel Nos: 135-230-08

) COMPLAINT IN EMINENT DOMAIN

1 Plaintiff, SAN DIEGO GAS & ELECTRIC COMPANY ("SDG&E"), for its cause of
2 action alleges as follows:

3 **I.**

4 SDG&E is, and at all times mentioned in this Complaint was, a public utility corporation
5 incorporated under the laws of the State of California and providing electric and gas service to
6 customers in San Diego and Orange County, as authorized by the California Public Utilities
7 Commission. SDG&E's principal place of business is in the City of San Diego, County of San
8 Diego, State of California. SDG&E is vested with the authority to condemn property necessary
9 for, and related to, the construction, maintenance and operation of its electric and gas system
10 pursuant to California Public Utilities Code, §612 and §613.

11 **II.**

12 SDG&E is undertaking a project commonly known as the Master Special Use Permit and
13 Permit To Construct Power Line Replacement Projects (the "Project"). The Project is for the
14 public use to enhance the safety and reliability of existing electric facilities within and near the
15 Cleveland National Forest. The Project includes the replacement and/or removal of 2,100 wood
16 utility poles with new fire resistant, weatherized poles. The Project will utilize the same
17 right-of-way as the existing wood poles for much of the replacement and removal activities. The
18 Project will further involve the rebuilding of multiple 69 kv and 12 kv power lines.

19 The Project is planned and located in a manner that will be most compatible with the
20 greatest public good and the least private injury. On or about March 11, 2016, the United States
21 Forest Service issued a Final Record of Decision approving the Project. On or about May 26,
22 2016, the California Public Utilities Commission ("CPUC") voted to approve the Project and
23 certified the EIR/EIS. The CPUC Decision approving the Project discussed the eleven
24 alternatives which were fully evaluated as part of the EIR/EIS process and ultimate certification.
25 The subject property rights sought to be acquired herein are necessary for the Project's
26 completion. Namely a widening of the existing easements on the Subject Property for the
27 replacement of the wood poles used for the transmission of electricity and the widening of related
28 distribution tap lines.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III.

SDG&E seeks to acquire and expand its existing easement rights in subject property situated in the County of San Diego, State of California (the "Subject Property"). The Subject Property is located at southeast corner of Highway 76 and Cuca Loop East Road, Pauma Valley, California and has Assessor Parcel Number 135-230-08. A general area map showing the subject area is attached as Exhibit "A." The permanent utility line and temporary work space easement to be acquired for the construction, maintenance and operation of an electrical transmission line, with incorporated legal descriptions, is attached hereto as Exhibit "B."

IV.

The name and capacity of the known Defendants/Parties, and its/their possible interests in the Subject Property, are set forth below for the convenience of the Court and the Parties, but not as allegations by which Plaintiff intends to be bound.

Name of Defendant/Party:	Interest/Possible Interest:
SURINDER TAYEBI, Trustee of the Hippocrates Trust dated February 27, 2001	Fee Owners
COUNTY OF SAN DIEGO	Easement
VISTA IRRIGATION DISTRICT and ESCONDIDO MUTUAL WATER COMPANY	Easement
CHICAGO TITLE COMPANY	Trustee
MERCATOR CALIFORNIA, LLC	Beneficiary Under Trust Deed

Defendants, DOES 1 through 50, inclusive, have or claim to have an interest in the Subject Property, the exact nature of which is unknown to SDG&E. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants DOES 1 through 50 are unknown to SDG&E, which, therefore, sues said Defendants by such fictitious names and will seek to amend this Complaint to show their true names and capacities, when the same is ascertained.

///

///

1 This acquisition and use by SDG&E will be compatible with any existing public use of
2 the Subject Property.

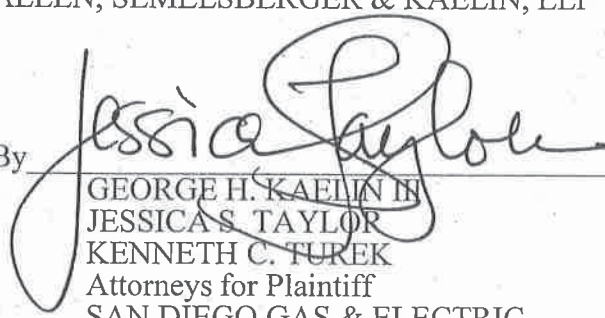
3 WHEREFORE, Plaintiff SDG&E prays judgment be entered as follows:

- 4 1. Condemning the Subject Property interests set forth above and in the attached
5 exhibits for the purposes set forth in this Complaint;
- 6 2. Ascertaining and assessing the just compensation for the condemnation and taking
7 of the real property and any damages incidental thereto, as well as the right to said just
8 compensation between any Defendants claiming interest therein;
- 9 3. All liens and encumbrances in said property be deducted from said judgment as
10 required by law or otherwise addressed by the court to protect the property interests sought to be
11 acquired; and
- 12 4. Such other and further relief as the court may deem proper.

13
14
15 ALLEN, SEMELSBERGER & KAELIN, LLP

16
17 Dated: December 29, 2016

18 By


19 GEORGE H. KAELIN III
20 JESSICA S. TAYLOR
21 KENNETH C. TUREK
22 Attorneys for Plaintiff
23 SAN DIEGO GAS & ELECTRIC
24 COMPANY
25
26
27
28

1052 MAP

SEE 1032 MAP

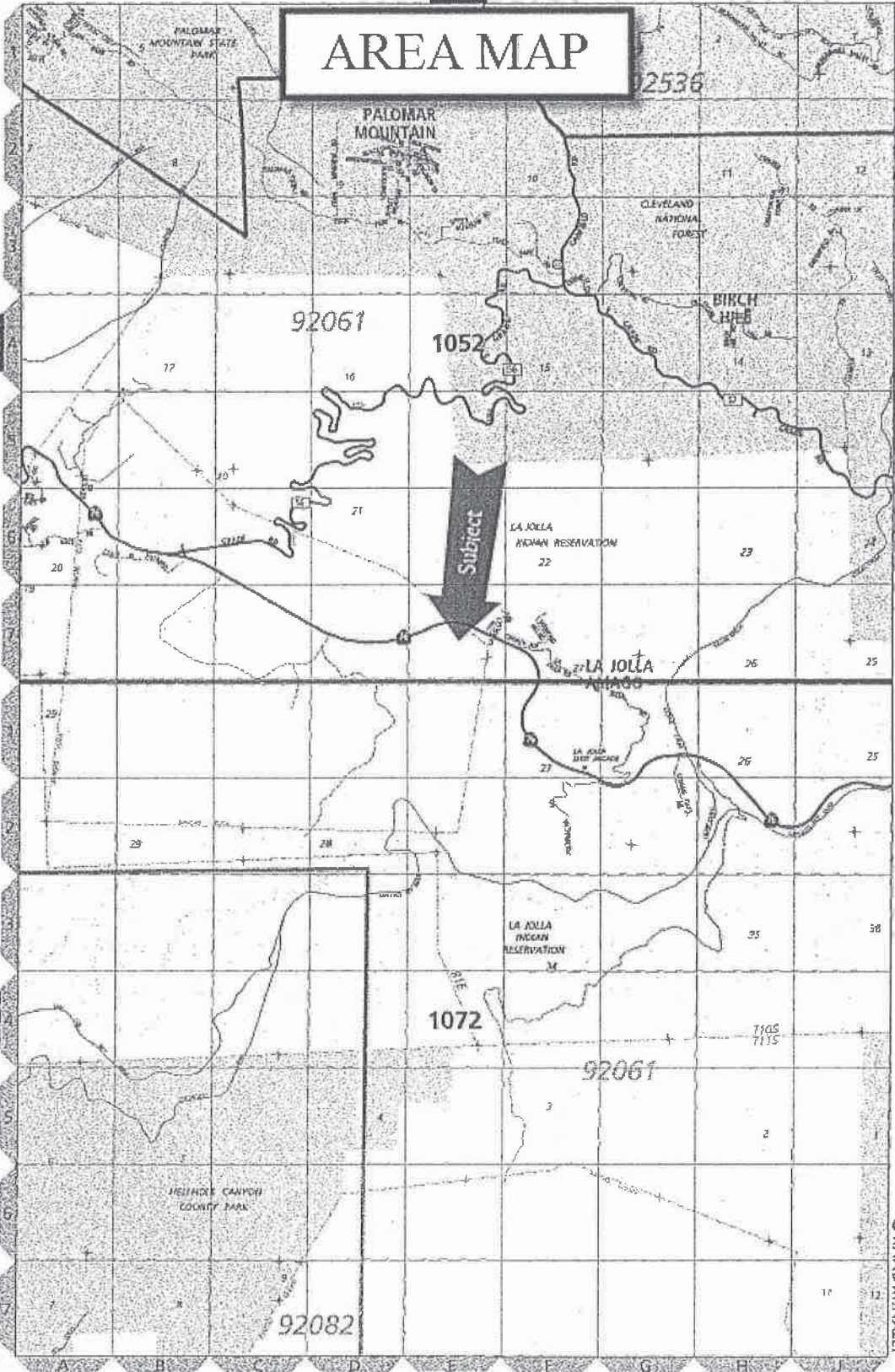
1:45,000
1 in. = 3000 ft. 0 0.5 1.0

AREA MAP

SHAW-WALKER CO.

SEE 1051 MAP

SEE 1071 MAP



SEE D MAP

RAND McNALLY

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
P.O. Box 129831
Mail Stop SD1170
San Diego, CA 92112-9985
Attn: Real Estate Records

SPACE ABOVE FOR RECORDER'S USE

Project: CNF TL 682
APN: 135-230-08
Construction No.: 2651104
SR No. : 234768

Transfer Tax ____

SAN DIEGO GAS & ELECTRIC COMPANY

RW 366142

EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, SURINDER TAYEBI, TRUSTEE OF THE HIPPOCRATES TRUST DATED FEBRUARY 27, 2001 (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right-of-way (Easement) to erect, construct, dismantle, change the size of, improve, reconstruct, relocate, replace, repair, inspect, patrol, maintain and use one or more lines of towers and/or poles, with wires and cables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures and appurtenances for use in connection therewith for the transmission and distribution of electricity and for Grantee's telephone, signal and communication purposes, together with their necessary fixtures and appurtenances (all hereinafter referred to as Grantee's Facilities).

Grantee's Facilities may be placed at such locations and elevations within the Easement as Grantee may now or hereafter deem convenient or necessary at any time and from time to time. Grantee and Grantee's employees, contractors, subcontractors, agents and representatives shall have the right of ingress and egress by foot, vehicles and by helicopters to, from, along, and within said Easement by any practical route or routes, in, upon, over, above and across the lands described in Exhibit "A" attached hereto and made a part hereof, and Grantee shall have the right to construct such roads as are necessary and appropriate for the exercise of the ingress and egress rights granted herein and to maintain such roads in the manner and to the standards reasonably deemed by Grantee to be adequate for the purposes stated herein. Grantee shall utilize the airspace above, and land on, Grantor's property described in said Exhibit "A" by and with helicopters or unmanned aerial systems (sometimes referred to as unmanned aerial vehicles) for the construction, operation, maintenance and inspection of Grantee's facilities. Grantee shall also be entitled to utilize land adjacent to the Easement as is necessary for temporary work space related to the installation, reconfiguration, relocation, replacement, erection, dismantling, repair, maintenance, and/or inspection of Grantee's Facilities. The initial construction and erection of Grantee's Facilities may be accomplished by use of further defined temporary additional work areas approximately

located as set forth in Exhibit "C". Said temporary additional defined work areas may be utilized for a period of seven months during initial construction/implementation of Grantee's Facilities.

After work has been completed on Grantee's facilities, Grantee shall restore any damage to the ground caused by said work or helicopter landing(s) to substantially the same condition as existed immediately prior to any such disturbance. Grantee shall also have the right to carry out any long-term, post-construction restoration and revegetation activities in those areas of the Easement and Grantor's property described in said Exhibit "A" which Grantee deems reasonably necessary to comply with the requirements of local, state and federal authorities with jurisdiction over such activities.

The property in which the Easement is hereby granted is more particularly described in Exhibit "A" attached hereto and made a part hereof (Property).

The Easement is more particularly described in Exhibit "B" attached hereto and made a part hereof.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any structures, including but not limited to buildings, walls, and fences, impound or store fluid or flammable substances, drill or dig any well, nor, except as hereinafter provided, plant any trees on this Easement without Grantee's prior written consent, to be given in its sole discretion.

Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement, nor shall the ground be penetrated in any manner to a depth in excess of 18 inches without the prior written consent of the Grantee, to be given in its sole discretion.

Grantor agrees that no other easement or right-of-way shall be granted or dedicated on, under or over this Easement without the prior written consent of Grantee, to be given in its sole discretion.

The Grantor agrees to comply with federal and state guidelines and regulations with respect to the curation of any paleontological or archaeological resources found within the easement during Grantee's activities.

At all times, Grantee shall have the right to erect, maintain, access and use gates and all fences which now cross or which may hereafter cross this Easement or said practical routes of ingress and egress. Additionally, Grantee shall have the right to arrange for Grantor's joint ingress and egress by allowing the linking of Grantor's lock in a traditional "daisy chain" or similar installation to provide access to Grantee.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement whenever in Grantee's sole judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall have the right when it deems necessary to trim or top and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement whenever in Grantee's sole judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall not be required to trim or top trees in the ordinary course of tree care.

All prospecting for or development of geothermal substances, minerals, oil, gas, petroleum, or other substances on the Property shall be done from locations outside the boundaries of this Easement; further, said prospecting or development shall be done in such a manner and by methods that will not penetrate that 500 foot deep zone directly beneath the surface of the ground within this Easement, nor interfere with Grantee's right of ingress and egress, operation, maintenance and repair of Grantee's Facilities located within this Easement.

Subject to all above-stated conditions and restrictions, Grantor reserves the right to use the area within the herein granted Easement for agricultural purposes, including but not limited to field preparation, plowing, tilling, cultivating, planting, irrigating, growing and harvesting field and orchard crops and the feeding, pasturing and raising of livestock; provided, however, that Grantor's use for such agricultural purposes shall not, at any time, endanger, interfere with, or damage Grantee's Facilities. Grantor expressly agrees that Grantee shall not be liable for damages to, loss or removal of any trees (including orchard trees), crops, or pastures resulting from Grantee's exercise of its right granted herein.

The right to transfer and assign this Easement in whole or in part is hereby granted to Grantee.

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed Easement this _____ day of _____, 20

SURINDER TAYEBI, TRUSTEE OF THE
HIPPOCRATES TRUST DATED FEBRUARY 27,
2001

By: _____

Name: _____

Title: _____

Drawn: LGomez
Checked:
Sketch: T-13959 -- Sheets 10, 10A, 11, & 11A of 34
Date: June 24, 2016

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____)SS.

On _____, before me _____
_____ (name, title of officer), appeared _____
_____.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SUBORDINATION

For valuable consideration in the amount of \$50.00, the receipt and sufficiency of which are hereby acknowledged, and the execution of the attached grant of easement and right of way by the owners of the lands and premises therein described, the terms of which grant are incorporated herein and made a part hereof, the undersigned being the owner and holder of all the indebtedness secured by that certain Deed of Trust dated May 13, 2009 recorded May 15, 2009 at Instrument No. 2009-0258421 of Official Records of San Diego County, California, the beneficiary of said Deed of Trust does hereby agree that the attached grant of easement and right of way to San Diego Gas & Electric Company, a corporation, covering a portion of the said lands and premises, shall be and said easement and right of way is hereby made paramount to said Deed of Trust and the lien thereof; that said Deed of Trust, as to the lands and premises is hereby subordinated to said grant of easement and right of way of San Diego Gas & Electric Company, a corporation, and in the event of foreclosure of said Deed of Trust, the Trustee's sale and conveyance thereunder of the lands described therein shall be subject to said grant of easement and right of way to San Diego Gas & Electric Company, a corporation, and said grant of easement and right of way shall not be affected thereby.

Dated: _____

MERCATOR CALIFORNIA, LLC

BY: _____

TITLE: _____

BY: _____

TITLE: _____

Drawn	LGomez
Checked	<u>JK</u>
Sketch	T-13959 – Sheets 10, 10A, 11, & 11A of 34
Date	June 13, 2016
Const. No.	
Project No.	CNF TL 682
PR No.:	<u>08024652</u> , Item 9
A.P. No.	<u>135-230-08</u>

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of Lot 1 of the Rancho Cuca, or El Potrero, in the County of San Diego, State of California, according to Partition Map thereof No. 845, filed in the Office of the County Recorder of San Diego County May 31, 1898 which lies Southerly of the Southeasterly line of the State of California Highway XI-SD-195-D as described in Deed to the State of California, recorded June 9, 1953 as Instrument No. 78747 in Book 4883, page 500 of Official Records.

Excepting therefrom all of the land lying Westerly of the following described line which represents the center line of a 30-foot access road granted to the Vista Irrigation District as described in Deed recorded January 29, 1959 as Instrument No. 18787 in Book 7470, page 165 of Official Records.

Beginning at a point on State Highway XI SD 195-D, said point of beginning being shown on the Road Survey as Station 330/54; thence South 33°08'25" West, distant 60.00 feet to the True Point of Beginning.

Thence South 33°08'25" West distant 33.50 feet; thence South 67°20'55" West 105.57 feet; thence South 7°34'05" West, distant 319.79 feet; thence South 23°44'35" East distant 103.45 feet; thence South 0°39'45" East distant 88.68 feet; thence South 53°59'55" East distant 130.22 feet; thence South 42°34'15" East distant 179.29 feet; thence South 35°15'35" East distant 199.23 feet; thence South 20°21' 55" East distant 176.00 feet; thence South 83°25'55" East distant 125.26 feet; thence North 80°19'55" East distant 103.01 feet; thence North 53°06'55" East distant 136.62 feet; thence North 84°16'15" East distant 98.80 feet; thence South 57°54'25" East distant 229.19 feet; thence South 44°21'55" East distant 123.30 feet; thence South 59°52'15" East distant 206.77 feet; thence South 37°26'35" East distant 129.95 feet; thence South 17°18'40" West distant 195.54 feet; thence South 6°32'20" East distant 234.96 feet; thence South 57°28'00" East distant 298.40 feet; thence South 38°29'00" East distant 359.00 feet; thence South 10°36'00" East distant 89.64 feet; thence South 34°04'00" West distant 122.13 feet; thence South 53°10'40" West distant 387.00 feet; thence South 53°02'40" West distant 223.68 feet; thence South 5°52'40" East distant 205.95 feet; thence South 19°45'20" West distant 377.46 feet; thence South 47°37'20" West distant 113.76 feet; thence South 63°54'00" West distant 367.12 feet; thence South 72°27'20" West distant 105.36 feet; thence South 50°41'40" West distant 337.95 feet; thence South 26°26'40" West distant 170.36 feet; thence South 47°36'00" West distant 222.56 feet; thence South 37°03'00" West distant 182.55 feet; thence South 55°17'00" West distant 297.71 feet; thence South 21°10'40" West distant 92.92 feet; thence South 10°33'20" East distant 167.52 feet; thence South 6° 11'40" West distant 144.85 feet; thence South 32°59'00" West distant 274.10 feet; thence South 63°08'00" West

distant 149.04 feet; thence North 85°38'00" West distant 583.43 feet; thence South 3°23'00" West, a distance of 63.61 feet, more or less, to a point on the Southerly boundary of Rancho Cuca, said point being distant 1310.19 feet more or less along a line bearing South 87°37' East from the point of intersection of said Southerly boundary of Rancho Cuca and the Westerly boundary of Section 28, Township 10 South, Range 1 East, San Bernardino Base and Meridian.

Also excepting therefrom the water in the San Luis Rey River as described in Deed from Sylvester J. Mendenhall to the Fletcher Salmons Investment Company, dated December 18, 1905, recorded January 2, 1906 in Book 372 Page 384 of Deeds as follows:

All my right, title and interest in the waters of the San Luis Rey River that flows on and across the Rancho Cuca of El Potrero, in Section 28; Township 10 South, Range 1 East, San Bernardino Base and Meridian.

Also excepting the rights conveyed by Mendenhall Cattle Company to the Escondido Mutual Water Company, by Deed dated May 21, 1909, recorded January 7, 1910 in Book 480, Page 260 of Deeds, as follows:

All my riparian rights, title and interest as owner of Section 27, Township 10 South, Range 1 East, San Bernardino Base and Meridian, to the waters flowing and to flow in the San Luis Rey River.

Assessor's Parcel Number: **135-230-08-00**

EXHIBIT B

The said easement in the lands described in said Exhibit "A" shall be a strip of land 30.00 feet in width, lying in the County of San Diego, State of California, said 30.00 foot strip of land being 15.00 feet measured at right angles on each side of the following described centerline:

COMMENCING at a found 4 inch iron pipe with a standard United States Department of Interior Bureau of Land Management brass disc stamped "T10S, 5, S17, LJR, TR 44, R1E, NO 3, RC, 1976" marking Corner No. 3 of Rancho Cuca according to Dependent Resurvey by the United States Department of the Interior, Bureau of Land Management, Sacramento California, accepted June 22, 1984, said point bears North 06°53'25" East, 2727.01 feet (North 06°35'00" East, 2730.23 feet per Record of Survey No. 2105 filed in the Office of the County Recorder of said San Diego County on March 21, 1949 as File No. 25369 of Official Records) from a found 3/4 inch iron pipe with brass cap marking the Southwest Corner of Lot 2 of said Rancho Cuca per said Record of Survey No. 2105; thence from the Point of Commencement along the Westerly line of said Rancho Cuca South 06°53'25" West, 1747.22 feet to the TRUE POINT OF BEGINNING; thence South 41°13'59" East, 245.15 feet; thence South 39°35'52" East, 359.15 feet; thence South 62°18'21" East, 1572.41 feet; thence South 63°42'37" East, 528.62 feet; thence South 68°54'16" East, 1132.68 feet; thence South 70°07'20" East, 385.92 feet; thence South 39°03'43" East, 674.83 feet; thence South 41°55'24" East, 416.42 feet; thence South 63°55'15" East, 409.79 feet; thence South 65°08'17" East, 2781.41 feet; thence South 63°50'35" East, 326.56 feet; thence South 51°16'20" East, 412.47 feet; thence South 49°48'51" East, 879.45 feet; thence South 50°34'03" East, 517.12 feet; thence South 10°49'56" East, 661.25 feet; thence South 47°57'19" East, 1684.55 feet to a point on the Easterly boundary line of said Rancho Cuca, said point herein designated as Point "A", said Point "A" bears South 12°02'02" West, 3125.09 feet from a found 2 inch iron pipe with a standard United States Department of Interior, Bureau of Land Management brass disc stamped "T10S, NO 7, RC, S22, LJR, R1E, 4, TR 93, 1976" marking Corner No. 7 of said Rancho Cuca, said Corner No. 7 bears North 12°02'02" East, 5133.34 feet (North 11°43'00" East, 5131.38 feet per said Dependent Resurvey) from a found 2 inch iron pipe with a standard United States Department of Interior, Bureau of Land Management brass disc stamped "RC, NO 1, S27, TR 161, 4, 3, TR 172, T10S R1E, 1976" marking Corner No. 1 of said Rancho Cuca.

The sidelines of the above described 30.00 foot strip of land shall be lengthened and/or shortened at their Northwesterly ends so as to terminate in the Westerly boundary line of said of Rancho Cuca and shall be lengthened and/or shortened at their southeasterly ends so as to terminate in the Easterly boundary line of said Rancho Cuca.

Jeffrey J. Safford 5/6/16

Jeffrey J. Safford, L6703

Date



Sheets 7(westerly line of Rancho Cuca), 8, 9, 10, & 11(easterly line of Rancho Cuca)

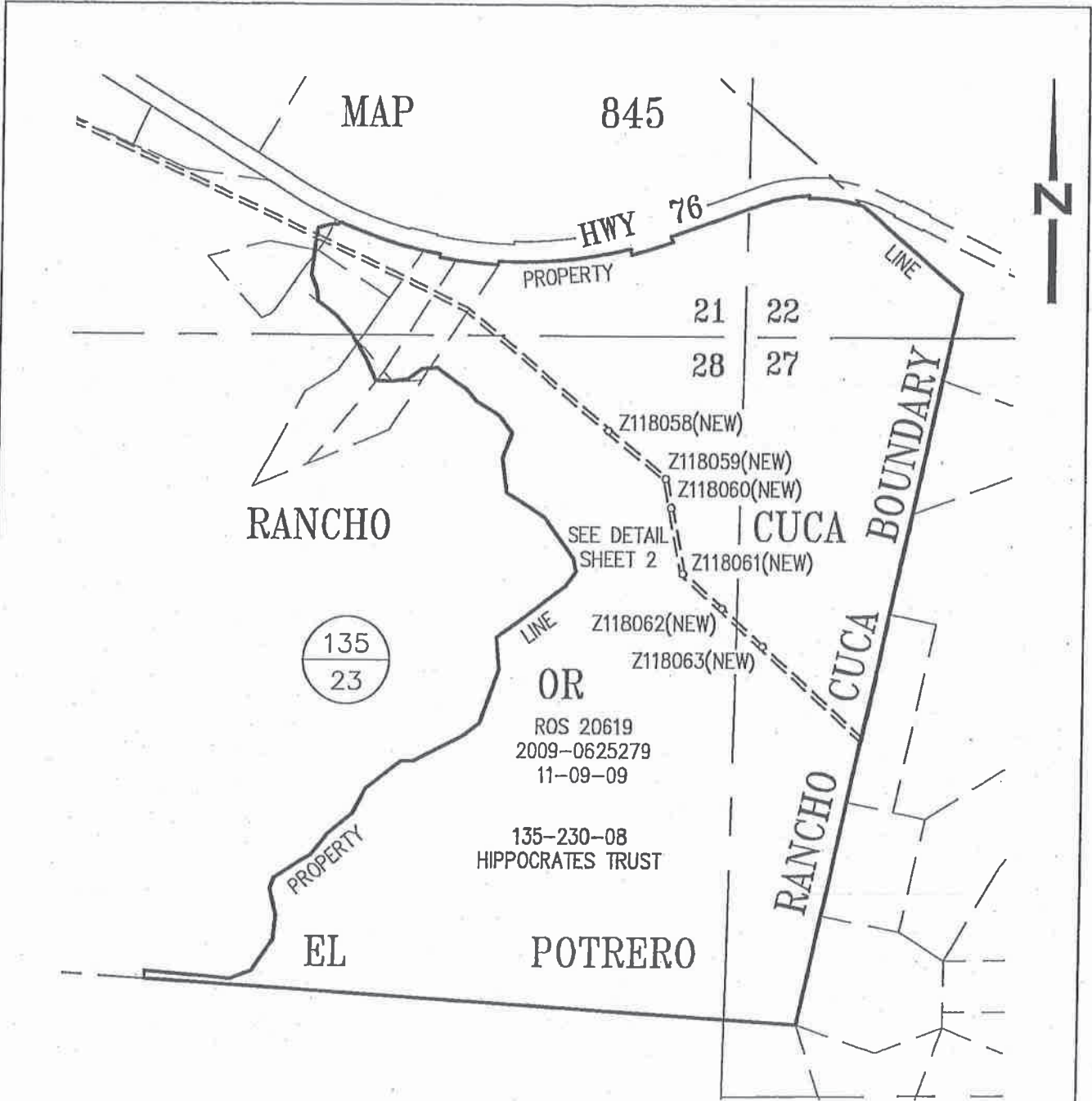


EXHIBIT "C"

SHEET 1 OF 2

SAN DIEGO GAS & ELECTRIC COMPANY SAN DIEGO, CALIFORNIA		ORIGINATOR: P. McMORRIS	OK TO INSTALL:	PROJECT NO./JOB KEY NO.	
		SURVEYED BY: TSAC/DAP	R/W OK:	CONST. NO.	
TL 682 ROW ACQUISITION HIPPOCRATES TRUST 135-230-08 SAN DIEGO COUNTY		DRAWN BY: TSAC/PY	DATE:	DRAWING NO.	
		DATE: 05-11-16	THOS. BROS.		
		SCALE: NONE			
NO.	SUPPLEMENTS	DATE:	BY	APP'D	
1	REMOVED TEXT LABELED WORK AREA PER REDLINES FROM SDG&E RECEIVED 11-13-15	11-13-15	TF		

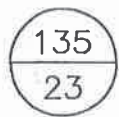
SEC. 28



EXISTING EASEMENT:
 R/W 34727 (NO WIDTH STATED)
 REC. 01/19/1925
 BK. 1065, PG. 120
 ALIGNMENT AND WIDTH BASED
 ON EXISTING STRUCTURES
 AREA=1.30 ACRES
 AVERAGE WIDTH=11.5'

TEMPORARY
 STRINGING STIE
 0.01 AC

MAP



TEMPORARY
 STRINGING STIE
 0.004 AC

845

EXISTING
 ACCESS
 ROAD

RANCHO

CUCA

© SOUTHERN SIERRAS
 POWER COMPANY EASEMENT
 BK. 1065, PG. 120
 REC. 01/19/25
 RW# 34727
 PR 08024652 ITEM 3

Z118061(NEW)
 32' ANC SW'LY
 35' ANC SW'LY

OR

TEMPORARY
 STRINGING STIE
 0.004 AC

ROS 20619
 2009-0625279
 11-09-09

TEMPORARY
 STRINGING STIE
 0.02 AC

EL

POTRERO

LOT 1

135-230-08
 HIPPOCRATES TRUST

Z118062(NEW)

 INDICATES EXISTING
 EASEMENT
 AREA = 1.30 AC.

 INDICATES NEW
 EASEMENT
 AREA = 2.37 AC.

EXHIBIT "C"

SHEET 2 OF 2

SAN DIEGO GAS & ELECTRIC COMPANY SAN DIEGO, CALIFORNIA TL 682 ROW ACQUISITION HIPPOCRATES TRUST 135-230-08 SAN DIEGO COUNTY		ORIGINATOR: P. McMORRIS	OK TO INSTALL:	PROJECT NO./JOB KEY NO.	
		SURVEYED BY: TSAC/DAP	R/W OK:	CONST. NO.	
		DRAWN BY: TSAC/PY	DATE:	DRAWING NO.	
		DATE: 05-11-16	THOS. BROS.		
SCALE: NONE					
NO.	SUPPLEMENTS	DATE:	BY	APP'D	
1	REMOVED TEXT LABELED WORK AREA PER REDLINES FROM SDG&E RECEIVED 11-13-15	11-13-15	TF		

1 RUTAN & TUCKER, LLP
Joel D. Kuperberg (State Bar No. 90248)
2 jkuperberg@rutan.com
Joseph D. Larsen (State Bar No. 244506)
3 jlarsen@rutan.com
611 Anton Boulevard, Suite 1400
4 Costa Mesa, CA 92626-1931
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for Defendant
VISTA IRRIGATION DISTRICT

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SAN DIEGO GAS & ELECTRIC
COMPANY, a California corporation,

Plaintiff,

v.

SURINDER TAYEBI, Trustee of the
Hippocrates Trust dated February 27, 2001;
COUNTY OF SAN DIEGO; VISTA
IRRIGATION DISTRICT AND ESCONDIDO
MUTUAL WATER COMPANY; CHICAGO
TITLE COMPANY; MERCATOR
CALIFORNIA, LLC, and DOES 1 through 50,
inclusive; and all other persons unknown
claiming an interest in the property,

Defendants.

Case No. 37-2017-00000031-CU-EI-CTL

Judge Gregory W. Pollack
Department C-71

**STIPULATION FOR INTERLOCUTORY
JUDGMENT IN CONDEMNATION**

[Assessor's Parcel No. 135-230-08]

Date Action Filed: January 3, 2017
Trial Date: TBD

1 IT IS HEREBY STIPULATED by Plaintiff, SAN DIEGO GAS & ELECTRIC
2 COMPANY (“SDG&E”) and Defendant VISTA IRRIGATION DISTRICT (“VID”) (collectively,
3 the “Parties”), by and through their respective counsel, that interlocutory judgment in
4 condemnation be entered herein and subsequently filed between said parties with respect to VID’s
5 interest in the property described in SDG&E’s complaint filed on January 3, 2017 (the “Subject
6 Property”) in substantially the form of the attached proposed Interlocutory Judgment in
7 Condemnation, marked as Exhibit “A” and by this reference made a part of this stipulation.

8 This Stipulation for Interlocutory Judgment in Condemnation may be executed and
9 exchanged by facsimile, two or more counterparts, each of which shall be deemed an original, but
10 all of which together shall constitute one and the same instrument. The signature of any party to
11 any counterpart hereof shall be deemed a signature to, and may be appended to, any other
12 counterpart hereof.

13 **IT IS SO STIPULATED.**

14 Dated: April __, 2017

RUTAN & TUCKER, LLP
JOEL D. KUPERBERG
JOSEPH D. LARSEN

17 By: _____
18 Joseph D. Larsen
19 Attorneys for Defendant
VISTA IRRIGATION DISTRICT

20 Dated: April __, 2017

ALLEN, SEMELSBERGER & KAELIN, LLP
GEORGE H. KAELIN, III
KENNETH C. TUREK

23 By: _____
24 George H. Kaelin, III
25 Attorneys for Plaintiff
26 SAN DIEGO GAS & ELECTRIC
27 COMPANY

1 RUTAN & TUCKER, LLP
Joel D. Kuperberg (State Bar No. 90248)
2 jkuperberg@rutan.com
Joseph D. Larsen (State Bar No. 244506)
3 jlarsen@rutan.com
611 Anton Boulevard, Suite 1400
4 Costa Mesa, CA 92626-1931
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for Defendant
VISTA IRRIGATION DISTRICT
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION
10

11 SAN DIEGO GAS & ELECTRIC
COMPANY, a California corporation,

12 Plaintiff,

13 v.

14 SURINDER TAYEBI, Trustee of the
15 Hippocrates Trust dated February 27, 2001;
COUNTY OF SAN DIEGO; VISTA
16 IRRIGATION DISTRICT AND ESCONDIDO
MUTUAL WATER COMPANY; CHICAGO
17 TITLE COMPANY; MERCATOR
CALIFORNIA, LLC, and DOES 1 through 50,
18 inclusive; and all other persons unknown
claiming an interest in the property,

19 Defendants.
20

Case No. 37-2017-00000031-CU-EI-CTL

Judge Gregory W. Pollack
Department C-71

**INTERLOCUTORY JUDGMENT IN
CONDEMNATION**

[Assessor's Parcel No. 135-230-08]

Date Action Filed: January 3, 2017
Trial Date: TBD

1 Plaintiff, SAN DIEGO GAS & ELECTRIC COMPANY (hereinafter referred to as
2 “SDG&E”) and VISTA IRRIGATION DISTRICT (hereinafter referred to as “VID”), have
3 stipulated that the Interlocutory Judgment in Condemnation be entered herein and subsequently
4 filed between said parties with respect to the VID’s interest in the property described in SDG&E’s
5 complaint filed on January 3, 2017 (the “Subject Property”).

6 NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,
7 ADJUDGED AND DECREED AS FOLLOWS:

- 8 1. Upon implementation of the terms and conditions set forth in the Agreement for
9 Joint Use of Public Property (the “Agreement”), entered into by an between
10 SDG&E and VID on April __, 2017, a copy of which is attached hereto as Exhibit
11 “A,” the uses of the Subject Property by SDG&E and VID are compatible pursuant
12 to Code of Civil Procedure § 1240.510 *et seq.*
- 13 2. Pursuant to the Agreement, any property interest obtained by the SDG&E in the
14 this action will not in any way prevent VID and its lessees, licensees, permittees,
15 contractors, representatives, employees, agents, directors, volunteers, successors,
16 and assigns, from continuing any or all legal uses of any of its interests in the
17 Subject Property by virtue of easements for private road and ingress and egress
18 purposes granted to VID by that instrument recorded in Book 7470, Page 165 of
19 Official Records in the San Diego County Recorder’s Office on or about
20 January 29, 1959, and that instrument recorded in Book 7554, Page 434 of Official
21 Records in the San Diego County Recorder’s Office on or about March 18, 1959;
22 and such interests shall not be acquired by the SDG&E in this action, but shall
23 remain vested in VID.

24 ///
25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. The terms of this Interlocutory Judgment in Condemnation shall be incorporated in, and become a part of, any final Judgment in Condemnation and Final Order of Condemnation entered in this proceeding without further participation of VID.

Dated: _____
Judge of the Superior Court of the State of California



Agenda Item: 6.C

STAFF REPORT

Board Meeting Date: April 19, 2017
Prepared By: Brett Hodgkiss
Approved By: Eldon Boone

SUBJECT: ASSOCIATION OF CALIFORNIA WATER AGENCIES' POLICY STATEMENT ON BAY-DELTA FLOW REQUIREMENTS

RECOMMENDATION: Adopt Resolution No. 17-XX supporting the Association of California Water Agencies' (ACWA) Policy Statement on Bay-Delta Flow Requirements.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: No fiscal impact related to the adoption of this resolution.

SUMMARY: In March 2017, ACWA's Board of Directors adopted a policy statement urging the State Water Resources Control Board (State Board) to set aside its problematic "unimpaired flow" approach to setting new water quality objectives in the Bay-Delta watershed. ACWA states that State Board staff's proposal to base new water quality objectives on a "percentage of unimpaired flow" could lead to widespread fallowing of agricultural land and negatively affect water reliability for much of the state's population. Furthermore, the singular focus on unimpaired flow is incompatible with the state's policy of coequal goals and other broader policy commitments in the Brown Administration's California Water Action Plan.

DETAILED REPORT: ACWA's policy statement calls on the State Board to note Governor Jerry Brown's call for negotiated agreements, which have proven successful in achieving positive ecological outcomes while maintaining water supply reliability. ACWA believes the state's policy on flows should embrace a collaborative, comprehensive approach that protects and promotes both water supply reliability and ecosystem health. ACWA has submitted its policy statement to the State Board along with its formal comment letter on the Phase 1 update to the Bay-Delta Water Quality Control Plan.

To demonstrate the broadest support possible, ACWA is requesting that its members adopt resolutions supporting its policy statement. A draft resolution of support is attached for the Board's consideration.

ATTACHMENTS: Resolution No. 17-XX
ACWA Policy Statement on Bay-Delta Flow Requirements
ACWA Comment Letter

RESOLUTION NO. 17-XX

RESOLUTION OF THE BOARD OF DIRECTORS
OF VISTA IRRIGATION DISTRICT
SUPPORTING THE ASSOCIATION OF CALIFORNIA WATER AGENCIES'
POLICY STATEMENT ON BAY-DELTA FLOW REQUIREMENTS

WHEREAS, California is facing a defining moment in water policy that will be substantially impacted by the State Water Resources Control Board's (State Board) approach to water quality objectives under the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta; and

WHEREAS, the State Board has the responsibility for updating the Bay-Delta Plan in a manner that establishes water quality objectives that ensure the reasonable protection of all beneficial uses of water in a way that is consistent with the coequal goals of improving water supply reliability and protecting, restoring and enhancing the Delta ecosystem and with respect to the commitments made in the California Water Action Plan; and

WHEREAS, State Board staff's current proposal, which focuses singularly on an "unimpaired flow" approach, is irreconcilable with a policy of coequal goals of improving both water supply reliability and ecosystem health; it is also inconsistent with the broader water policy objectives of the Brown Administration; and

WHEREAS, the Association of California Water Agencies (ACWA) Board of Directors has unanimously adopted a strong policy statement calling for a better approach that can more effectively achieve ecological objectives while maintaining water supply reliability. The statement calls on the State Board to set aside its "unimpaired flow" approach and heed Governor Jerry Brown's call for negotiated agreements, which have been successful on many rivers and tributaries in California.

WHEREAS, the ACWA statement notes that to be successful, the state's flow policy must be consistent with the principles of collaboration, comprehensive solutions, science, functional flows, economic considerations, consistency with state policy, and leadership; and

WHEREAS, California's local urban and agricultural water managers are united in their vision for a future that includes a vibrant California economy as well as healthy ecosystems and fish populations, and believe that vision is best achieved through comprehensive, collaborative approaches;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Vista Irrigation District hereby supports ACWA's Policy Statement on Bay-Delta Flows and encourages the State Water Resources Control Board to embrace the approach articulated in ACWA's policy statement.

PASSED AND ADOPTED by the following roll call vote of the Board of Directors of the Vista Irrigation District this 19th day of April, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

Marty Miller, President

ATTEST:

Lisa R. Soto, Secretary
Board of Directors
Vista Irrigation District



ACWA POLICY STATEMENT ON BAY-DELTA FLOW REQUIREMENTS

COLLABORATIVE APPROACH IS KEY TO CALIFORNIA'S FUTURE

California is facing a defining moment in water policy. A staff proposal under consideration by the State Water Resources Control Board presents a decision point about the future we want for California and its communities, farms, businesses and ecosystems. The State Water Board's staff proposal to base new water quality objectives on a "percentage of unimpaired flow" would have impacts that ripple far beyond water for fish.

The proposal could lead to widespread fallowing of agricultural land, undercut the state's groundwater sustainability goals, cripple implementation of the Brown Administration's California Water Action Plan, negatively affect water reliability for much of the state's population and impact access to surface water for some disadvantaged communities that do not have safe drinking water. These effects are not in the public's interest.

Local water managers overwhelmingly believe the proposal's singular focus on "unimpaired flow" is the wrong choice for the state's future. California's urban and agricultural water managers are united in their vision for a future that includes a healthy economy as well as healthy ecosystems and fish populations. That vision is best achieved through comprehensive, collaborative approaches that include "functional" flows as well as non-flow solutions that contribute real benefits to ecosystem recovery.

On behalf of its more than 430 member public agencies serving urban and agricultural customers throughout the state, the Association of California Water Agencies (ACWA) adopts the following policy statement regarding the State Water Board's proposed approach to updating the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta.

LOCAL SUCCESS STORIES

Collaborative efforts have been successful on many rivers in the Bay-Delta watershed.

Lower Yuba River: A voluntary, collaborative settlement among Yuba County Water Agency, California Department of Fish and Wildlife, National Marine Fisheries Service, PG&E and conservation groups resolved 20 years of controversy and resulted in a continuing program to improve 24 miles of salmon and steelhead habitat while protecting water rights and the needs of local communities. State Water Board members have specifically recognized the value of the agreement, which was formally implemented in 2008.

Lower American River: A broad representation of water suppliers, environmental groups, local governments and others negotiated an historic agreement that led to a flow management standard that was successfully incorporated into a 2009 biological opinion issued by the National Marine Fisheries Service.

Feather River: Six years of negotiations among water users, fisheries agencies and environmental groups yielded a comprehensive agreement that includes a habitat improvement program with specific flow and temperature requirements to accommodate spawning salmon and steelhead. The State Water Board adopted the agreement, with some modification, in 2010 as a water quality certification under the federal Clean Water Act.

CHOOSING OUR VISION FOR CALIFORNIA'S WATER FUTURE

Since 2009, state law has required water resources to be managed in a way that achieves the coequal goals of improving water supply reliability for California and protecting, restoring and enhancing the Delta ecosystem. ACWA and its public water agency members believe that policy requires a commitment from state agencies and stakeholders to advance both water supply and environmental goals together. ACWA and its members further believe that effective implementation of the coequal goals requires transparent, collaborative processes and comprehensive solutions.

In 2014, the Brown Administration released its California Water Action Plan outlining priority actions addressing water-use efficiency, groundwater sustainability, ecological restoration, Delta conveyance solutions, water storage, safe drinking water and more. Embedded in the plan is the Brown Administration's commitment that planned actions "will move California toward more sustainable water management *by providing a more reliable water supply for our farms and communities, restoring important wildlife habitat and species, and helping the state's water systems and environment become more resilient.*"

ACWA believes the policy of coequal goals and the commitment embedded in the California Water Action Plan have the potential to put California on a path that includes a vibrant agricultural and urban economy and a healthy ecosystem.

ACWA and its members believe the unimpaired flow approach proposed by State Water Board staff undercuts and threatens that potential and cannot lead us to the future we want for California. Simply put, any strategy that would result in vast amounts of agricultural land going out of production and ultimately reduce water supply reliability for the majority of Californians is irreconcilable with a policy of coequal goals and blatantly inconsistent with the water policy objectives of the Brown Administration.

ACWA strongly supports the collaborative approach called for by Governor Jerry Brown to move these important decisions out of adversarial processes and into negotiated, comprehensive agreements. The following principles can assure success in that endeavor.

A BETTER PATH TO THE FUTURE

The State Water Board is responsible for updating the Bay-Delta Plan in a manner that establishes water quality objectives that ensure the reasonable protection of all beneficial uses of water (including domestic, municipal, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources) while considering past, present and probable future beneficial uses, environmental characteristics, water quality conditions and economic considerations, among other things. (See California Water Code Section 13241.) It also has a responsibility to update the plan in a way that is consistent with the coequal goals and respects and implements the commitments made in the California Water Action Plan.

ACWA and its members urge the State Water Board to set aside the unimpaired flow approach and heed Governor Brown's call for negotiated agreements. ACWA believes that a successful flows policy must be consistent with the following principles:

- **Collaboration:** The governor has called for work on a comprehensive agreement on environmental flows in both the San Joaquin and Sacramento River basins. He has asked that State Water Board members and staff prioritize analysis and implementation of voluntary agreements. Further, the Brown Administration committed in the California Water Action Plan that the State Water Board and the California Natural Resources Agency will work with stakeholders to encourage negotiated implementation of protective Delta standards. ACWA strongly supports the collaborative approach called for by the governor because it is the least contentious, most effective way to achieve the coequal goals. Negotiated agreements have been demonstrably successful at achieving outcomes and widespread support for appropriate environmental flows; forced

regulations have not yielded the same track record. The State Water Board should wholly embrace this approach and allow enough time for it to work.

- **Comprehensive Solutions:** A successful collaborative approach will require comprehensive solutions for both water supply and ecosystem management. Water users will need to continue and build on their commitment to integrated resources management in order to maintain reliability without undue impacts on the ecosystem. Similarly, ecosystem managers will need to focus on the entire life cycle of affected species and multiple variables, such as predation, food, and habitat availability to develop integrated management portfolios that accomplish ecosystem goals without undue impacts on water supply. Utilizing the single variable proposed in the "percentage of unimpaired flow" approach will not achieve the desired ecological outcomes and is, by far, the most destructive policy approach from the perspective of protecting and improving water supply. ACWA firmly believes the ecological outcomes can be achieved with even better results through a comprehensive approach that considers multiple solutions and benefits.
- **Science:** The State Water Board needs to incorporate the best available science to inform its work and assist with the development of voluntary settlement agreements. The unimpaired flow approach, in which flow objectives are not tied to any specific ecological outcome, fails to incorporate the best available science. As noted above, the updated plan needs to focus on the entire life cycle of affected species and multiple variables, such as predation, food, and habitat availability, and incorporate relevant current scientific information. Science alone cannot identify the best policy choice, but it can inform us about the policy tradeoffs we confront and help structure integrated solutions that provide ecosystem benefits with far less impact on water supply, the California economy and the public interest.



FUNCTIONAL FLOWS: A BETTER APPROACH

Sacramento Valley: Sacramento Valley water users and conservation partners are working together to advance a new generation of innovative projects to promote salmon recovery.

Over the past two and a half years, 12 projects have been completed through the Sacramento Valley Salmon Recovery Program to address fish passage, improve the timing of flows and increase habitat for salmon and other species. Priority projects have included removal of structural barriers to fish passage, modifying riffles, eliminating predator habitat, restoring floodplains and creating side channel spawning and rearing areas.

In addition, program partners are exploring creative ways to reconnect water with the land in floodplains and agricultural areas to enhance habitat and food production and create rearing habitat in rice fields.

While each of these collaborative projects provides independent value, implementation of the entire comprehensive suite is generating unique benefits that can significantly improve ecological outcomes for salmon in the Sacramento Valley.

Merced River: Merced Irrigation District has spent millions of dollars and decades undertaking intense and in-depth scientific research on the Merced River. This research has included analysis of flows, temperatures, biological resources and habitat. MID is poised to put this research into action through its Merced S.A.F.E. Plan (Salmon, Agriculture, Flows, and Environment) to provide certainty for both the environment and local water supply in Eastern Merced County.

The plan would provide increased flows using science to dictate the amounts and timing, restore critical sections of habitat for spawning and rearing juvenile salmon, protect local drinking water quality, upgrade an existing salmon hatchery with state-of-the-art facilities and reduce predation.

Based on in-depth science and technologically advanced computer modeling, MID seeks to take immediate action and dramatically benefit salmon on the Merced River.

- **Functional Flows:** Science shows that functional flows have very promising benefits for fish as well agricultural and urban water users. Timed and tailored for specific purposes, functional flows can benefit species in ways that unimpaired flow requirements cannot. Examples abound of collaborative, innovative projects currently underway by local water agencies and stakeholders that include functional flows and non-flow solutions that reconnect land and water to restore habitat and address the full life cycle of species needs. These efforts contribute real benefits to ecosystem recovery while maintaining water supply reliability.
- **Economic Considerations:** The State Water Board has a statutory obligation to consider economic impacts when establishing water quality objectives that reasonably protect all beneficial uses of water. Having a robust economic analysis is critical. The board also has a policy obligation under the coequal goals to ensure its actions related to a revised Bay-Delta Plan increase water supply reliability and thereby allow for a healthy, growing agricultural and urban economy in California.
- **Consistency with State Policy:** ACWA urges the State Water Board to heed the governor's direction and recognize that achieving the coequal goals will lead to a more reliable water supply and healthy ecosystem. Pursuing the coequal goals should be a guiding principle for the board's decisions related to adopting a revised Bay-Delta Plan. The State Water Board also should ensure that its decisions on the Bay-Delta Plan enable, rather than obstruct, the implementation of the California Water Action Plan.
- **Leadership:** The best policy choice will come through the give and take of the negotiating process and the enlightened leadership of the State Water Board members. Ultimately, the board must establish water quality objectives that ensure the reasonable protection of all beneficial uses of water as it implements negotiated solutions. The State Water Board should actively engage in this work and lead in a manner that is grounded in an awareness of how its actions can affect the implementation of the California Water Action Plan and the achievement of the coequal goals.

ACWA and its members have taken a strong policy position in support of comprehensive solutions such as those outlined in the California Water Action Plan. We stand ready to work with the Brown Administration to pursue the collaborative and comprehensive approaches needed to ensure a future for California that includes a vibrant agricultural and urban economy and a healthy ecosystem.



Bringing
Water
Together

Submitted via electronic mail to commentletters@waterboards.ca.gov

March 17, 2017

The Honorable Felicia Marcus, Chair
Jeanine Townsend, Clerk of the Board
State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

RE: ACWA Comments – 2016 Bay Delta Plan Amendment & SED

Dear Chair Marcus:

The Association of California Water Agencies (“ACWA”) appreciates the opportunity to comment on the State Water Resources Control Board’s (“Water Board’s”) Draft Revised Substitute Environmental Document in support of Potential Amendments to the Bay-Delta Plan (“draft Bay-Delta Plan amendment”). ACWA is a statewide association that represents more than 430 public water agency members that collectively supply approximately 90 percent of the water that is delivered for agricultural, municipal and industrial uses in California. As explained in the comments that follow, ACWA is concerned that the approach taken in the draft Bay-Delta Plan amendment does not provide reasonable protection of all beneficial uses of water and fails to appropriately balance the multiple competing uses of water as required by state law. The approach is inconsistent with the coequal goals of improving water supply reliability and enhancing the Delta ecosystem established in the Delta Reform Act of 2009. The approach is also inconsistent with the Sustainable Groundwater Management Act (“SGMA”) and would undermine implementation of the California Water Action Plan, particularly in the areas of improving water supply reliability, sustainably managing groundwater, and providing safe drinking water for all communities.

On March 10, 2017, ACWA’s Board of Directors unanimously adopted the attached policy statement on Bay-Delta flow requirements, which is incorporated into the following comments by reference. In the policy statement, ACWA expresses deep concerns regarding the draft Bay-Delta Plan amendment’s proposal to base flows on a percentage of unimpaired flow, and presents an alternate approach that supports the Governor’s request that flow requirements be developed through a negotiated, collaborative process.

I. COMMENTS

ACWA's members overwhelmingly believe the draft Bay-Delta Plan amendment's singular focus on unimpaired flows is the wrong choice for the state's future. The proposed "percentage of unimpaired flow" approach outlined in the draft Bay-Delta Plan amendment fails to account for all beneficial uses of water, fails to consider economic impacts, contradicts existing state policy, and does not incorporate the best available science. The only way to achieve a vision for a future that includes a healthy economy as well as healthy ecosystems and fish populations is through comprehensive, collaborative approaches that include "functional" flows as well as non-flow solutions that contribute real benefits to ecosystem recovery.

A. The Bay-Delta Plan must provide reasonable protection for all beneficial uses of water and must factor in economic considerations.

The current draft Bay-Delta Plan amendment fails to recognize the beneficial uses of water on affected waters outside of the Delta, does not provide reasonable protection for those beneficial uses, and fails to consider economics and other key factors in the required public interest balancing. The Water Board is responsible for amending the Bay-Delta Plan in a manner that establishes water quality objectives that ensure the reasonable protection of *all* beneficial uses of water, including domestic, municipal, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources. (Wat. Code § 13050.) In doing so, the Water Board must consider past, present and probable future beneficial uses, environmental characteristics, water quality conditions and economic considerations, among other things. (Wat. Code § 13241.) Thus, when setting water quality objectives, the Water Board must consider "all demands being made and to be made on those waters." (Wat. Code § 13000.)

In their singular focus on flows for wildlife beneficial uses, the draft amendments to the Bay-Delta Plan fail to protect other beneficial uses. Further, the draft amendments fail to consider the economic impacts that will occur as surface water supplies for water supply are reduced. For example, the proposal could lead to widespread fallowing of agricultural land in the region. The California Water Action Plan ("Plan") underscores the policy objective that "the Water Board's action will balance competing uses of water including municipal and agricultural supply, hydropower, fishery protection, recreation, and other uses" (Plan at p. 10). To accomplish this, the Water Board must first examine the beneficial uses of the waters of the tributaries, and then engage in the required statutory balancing. These procedural steps are mandatory because they reflect the State's policy determination that, in our climate where water is relatively scarce in many areas, the public interest requires balancing of the multiple competing uses for this precious resource. These important steps must be taken before the Water Board can appropriately consider the draft amendments to the Bay-Delta Plan.

B. The Bay-Delta Plan must be consistent with established state policy.

As explained below, the draft Bay-Delta Plan amendment contradicts existing state policy.

- i. The draft Bay-Delta Plan amendment is inconsistent with the coequal goals established in the Delta Reform Act of 2009.

Since enactment of the Delta Reform Act of 2009, state law has set forth the coequal goals of improving water supply reliability for California and protecting, restoring and enhancing the Delta ecosystem. ACWA is committed to furthering the coequal goals and has supported a comprehensive approach to ecosystem management for more than two decades. In 2014, the Brown Administration released its California Water Action Plan outlining priority actions addressing water use efficiency, groundwater sustainability, ecological restoration, Delta conveyance solutions, water storage, safe drinking water and more. Stated clearly in the California Water Action Plan is the Brown Administration’s commitment that planned actions “will move California toward more sustainable water management *by providing a more reliable water supply for our farms and communities*, restoring important wildlife habitat and species, and helping the state’s water systems and environment become more resilient” (Plan at p. 4).

ACWA believes the policy of coequal goals and the commitment embedded in the California Water Action Plan have the potential to put California on a path that includes both a vibrant agricultural and urban economy on the one hand, and a healthy ecosystem on the other. ACWA is concerned that the draft Bay-Delta Plan amendment, as currently written, undercuts and threatens that potential and cannot lead us to the future we want for California.

- ii. The draft Bay-Delta Plan amendment would undercut the state’s groundwater sustainability goals.

The draft Bay-Delta Plan amendment would also undercut current state policy on groundwater sustainability. The draft amendment notes that the proposed “percent of unimpaired flows” proposal will increase groundwater overdraft. Since the 2014 adoption of SGMA, the state has made clear that its goal is to achieve sustainable management of groundwater basins. Increased groundwater pumping to replace lost surface supplies in groundwater basins that are already in a condition of overdraft will undermine groundwater sustainability goals. Therefore, the outcome of reducing surface water supplies is likely to be widespread following, as noted by many commenters from the counties and irrigation districts in the affected areas.

Increased groundwater pumping would also affect water quality in the drinking water wells in the impacted area, which includes a significant number of disadvantaged communities. The California Water Action Plan notes that “the state will identify drought-vulnerable public water systems” and “help prevent or mitigate any anticipated shortfalls in supply” when needed (at p. 18). The current draft Bay-Delta Plan amendment promotes an anticipated shortfall in supply that is flatly inconsistent with this state policy.

C. The proposed Bay-Delta Plan amendments must be based on the best available science.

The current draft amendments to the Bay-Delta Plan do not incorporate all of the best available science. The Water Board needs to incorporate the best available science to inform its work and assist with the development of voluntary settlement agreements. The 2012 Delta Independent Science Board peer review of the “unimpaired flows” approach states that “flow is but one of many stressors affecting fish and wildlife” and “the choice of flow criteria and metrics needs to serve the broader needs of ecosystems as well as individual species.” (May 22, 2012 letter at p. 1) The draft Bay-Delta Plan amendment’s “percent of unimpaired flows” proposal, in which flow objectives are not tied to any specific ecological outcome, fails to incorporate the best available science and will not lead to the desired improvement in fisheries. The plan amendment needs to focus on the entire life cycle of affected species and multiple stressors that affect their status, such as predation, food, and habitat availability, and incorporate all current scientific information.

ACWA’s member agencies have invested significant resources into scientific study of the fish populations that would be affected by the implementation program outlined in the Bay-Delta Plan amendments, and the science demonstrates that connecting flows to other types of activities such as habitat restoration or food production can benefit species in ways that unimpaired flow requirements cannot. Examples abound of collaborative, innovative projects currently underway by local water agencies and stakeholders that include “functional flows” and non-flow solutions that reconnect land and water to restore habitat and address the full life cycle of species needs. These efforts contribute real benefits to ecosystem recovery while maintaining water supply reliability, and can form the basis of integrated solutions that provide ecosystem benefits with far less impact on water supply, the California economy and the public interest.

D. The best way to achieve the desired outcomes and provide reasonable protection for all uses of water is through a collaborative, negotiated process.

The Governor has called for work on a comprehensive agreement on environmental flows in both the San Joaquin and Sacramento River basins. He has asked that Water Board members and staff prioritize analysis and implementation of voluntary agreements. Further, the Brown Administration committed in the California Water Action Plan that the Water Board and the California Natural Resources Agency will work with stakeholders to encourage negotiated implementation of protective Delta standards. ACWA strongly supports the collaborative approach called for by the Governor because it is the least contentious, most effective way to achieve the coequal goals. Negotiated agreements have been demonstrably successful at achieving outcomes and widespread support for appropriate environmental flows; forced regulations have not yielded the same track record. The Water Board should wholly embrace this approach and allow enough time for it to work.

A successful collaborative approach will require comprehensive solutions for both water supply and ecosystem management. Water users will need to continue and build on their

commitment to integrated resources management in order to maintain reliability without undue impacts on the ecosystem. Similarly, ecosystem managers will need to focus on the entire life cycle of affected species and multiple variables, such as predation, food, and habitat availability, to develop integrated management portfolios that accomplish ecosystem goals without undue impacts on water supply. Utilizing the single variable proposed in the “percentage of unimpaired flow” approach will not achieve the desired ecological outcomes and is, by far, the most destructive policy approach from the perspective of protecting and improving water supply. ACWA firmly believes the ecological outcomes can be achieved with even better results through a comprehensive approach that considers multiple solutions and benefits.

II. CONCLUSION

ACWA appreciates the Water Board’s consideration of these comments. ACWA’s Board of Directors has taken a strong policy position in support of comprehensive solutions such as those outlined in the California Water Action Plan. ACWA urges the Water Board to heed Governor Brown’s call for voluntary agreements that are negotiated through a comprehensive, collaborative process. We stand ready to work with the Water Board and the Brown Administration to pursue the collaborative and comprehensive approaches needed to ensure a future for California that includes a vibrant agricultural and urban economy and a healthy ecosystem.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca Franklin". The signature is fluid and cursive, with a large initial "R" and "F".

Rebecca Franklin
Senior Regulatory Advocate

Encl.

cc: The Honorable Members, State Water Board
The Honorable Charlton H. Bonham
Ms. Kim Craig
Mr. Gordon Burns
Ms. Karla Nemeth
Mr. Bruce Babbitt
Mr. William Croyle
Mr. Tom Howard



ACWA POLICY STATEMENT ON BAY-DELTA FLOW REQUIREMENTS

COLLABORATIVE APPROACH IS KEY TO CALIFORNIA'S FUTURE

California is facing a defining moment in water policy. A staff proposal under consideration by the State Water Resources Control Board presents a decision point about the future we want for California and its communities, farms, businesses and ecosystems. The State Water Board's staff proposal to base new water quality objectives on a "percentage of unimpaired flow" would have impacts that ripple far beyond water for fish.

The proposal could lead to widespread fallowing of agricultural land, undercut the state's groundwater sustainability goals, cripple implementation of the Brown Administration's California Water Action Plan, negatively affect water reliability for much of the state's population and impact access to surface water for some disadvantaged communities that do not have safe drinking water. These effects are not in the public's interest.

Local water managers overwhelmingly believe the proposal's singular focus on "unimpaired flow" is the wrong choice for the state's future. California's urban and agricultural water managers are united in their vision for a future that includes a healthy economy as well as healthy ecosystems and fish populations. That vision is best achieved through comprehensive, collaborative approaches that include "functional" flows as well as non-flow solutions that contribute real benefits to ecosystem recovery.

On behalf of its more than 430 member public agencies serving urban and agricultural customers throughout the state, the Association of California Water Agencies (ACWA) adopts the following policy statement regarding the State Water Board's proposed approach to updating the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta.

LOCAL SUCCESS STORIES

Collaborative efforts have been successful on many rivers in the Bay-Delta watershed.

Lower Yuba River: A voluntary, collaborative settlement among Yuba County Water Agency, California Department of Fish and Wildlife, National Marine Fisheries Service, PG&E and conservation groups resolved 20 years of controversy and resulted in a continuing program to improve 24 miles of salmon and steelhead habitat while protecting water rights and the needs of local communities. State Water Board members have specifically recognized the value of the agreement, which was formally implemented in 2008.

Lower American River: A broad representation of water suppliers, environmental groups, local governments and others negotiated an historic agreement that led to a flow management standard that was successfully incorporated into a 2009 biological opinion issued by the National Marine Fisheries Service.

Feather River: Six years of negotiations among water users, fisheries agencies and environmental groups yielded a comprehensive agreement that includes a habitat improvement program with specific flow and temperature requirements to accommodate spawning salmon and steelhead. The State Water Board adopted the agreement, with some modification, in 2010 as a water quality certification under the federal Clean Water Act.

CHOOSING OUR VISION FOR CALIFORNIA'S WATER FUTURE

Since 2009, state law has required water resources to be managed in a way that achieves the coequal goals of improving water supply reliability for California and protecting, restoring and enhancing the Delta ecosystem. ACWA and its public water agency members believe that policy requires a commitment from state agencies and stakeholders to advance both water supply and environmental goals together. ACWA and its members further believe that effective implementation of the coequal goals requires transparent, collaborative processes and comprehensive solutions.

In 2014, the Brown Administration released its California Water Action Plan outlining priority actions addressing water-use efficiency, groundwater sustainability, ecological restoration, Delta conveyance solutions, water storage, safe drinking water and more. Embedded in the plan is the Brown Administration's commitment that planned actions "will move California toward more sustainable water management *by providing a more reliable water supply for our farms and communities, restoring important wildlife habitat and species, and helping the state's water systems and environment become more resilient.*"

ACWA believes the policy of coequal goals and the commitment embedded in the California Water Action Plan have the potential to put California on a path that includes a vibrant agricultural and urban economy and a healthy ecosystem.

ACWA and its members believe the unimpaired flow approach proposed by State Water Board staff undercuts and threatens that potential and cannot lead us to the future we want for California. Simply put, any strategy that would result in vast amounts of agricultural land going out of production and ultimately reduce water supply reliability for the majority of Californians is irreconcilable with a policy of coequal goals and blatantly inconsistent with the water policy objectives of the Brown Administration.

ACWA strongly supports the collaborative approach called for by Governor Jerry Brown to move these important decisions out of adversarial processes and into negotiated, comprehensive agreements. The following principles can assure success in that endeavor.

A BETTER PATH TO THE FUTURE

The State Water Board is responsible for updating the Bay-Delta Plan in a manner that establishes water quality objectives that ensure the reasonable protection of all beneficial uses of water (including domestic, municipal, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources) while considering past, present and probable future beneficial uses, environmental characteristics, water quality conditions and economic considerations, among other things. (See California Water Code Section 13241.) It also has a responsibility to update the plan in a way that is consistent with the coequal goals and respects and implements the commitments made in the California Water Action Plan.

ACWA and its members urge the State Water Board to set aside the unimpaired flow approach and heed Governor Brown's call for negotiated agreements. ACWA believes that a successful flows policy must be consistent with the following principles:

- **Collaboration:** The governor has called for work on a comprehensive agreement on environmental flows in both the San Joaquin and Sacramento River basins. He has asked that State Water Board members and staff prioritize analysis and implementation of voluntary agreements. Further, the Brown Administration committed in the California Water Action Plan that the State Water Board and the California Natural Resources Agency will work with stakeholders to encourage negotiated implementation of protective Delta standards. ACWA strongly supports the collaborative approach called for by the governor because it is the least contentious, most effective way to achieve the coequal goals. Negotiated agreements have been demonstrably successful at achieving outcomes and widespread support for appropriate environmental flows; forced

regulations have not yielded the same track record. The State Water Board should wholly embrace this approach and allow enough time for it to work.

- **Comprehensive Solutions:** A successful collaborative approach will require comprehensive solutions for both water supply and ecosystem management. Water users will need to continue and build on their commitment to integrated resources management in order to maintain reliability without undue impacts on the ecosystem. Similarly, ecosystem managers will need to focus on the entire life cycle of affected species and multiple variables, such as predation, food, and habitat availability to develop integrated management portfolios that accomplish ecosystem goals without undue impacts on water supply. Utilizing the single variable proposed in the "percentage of unimpaired flow" approach will not achieve the desired ecological outcomes and is, by far, the most destructive policy approach from the perspective of protecting and improving water supply. ACWA firmly believes the ecological outcomes can be achieved with even better results through a comprehensive approach that considers multiple solutions and benefits.
- **Science:** The State Water Board needs to incorporate the best available science to inform its work and assist with the development of voluntary settlement agreements. The unimpaired flow approach, in which flow objectives are not tied to any specific ecological outcome, fails to incorporate the best available science. As noted above, the updated plan needs to focus on the entire life cycle of affected species and multiple variables, such as predation, food, and habitat availability, and incorporate relevant current scientific information. Science alone cannot identify the best policy choice, but it can inform us about the policy tradeoffs we confront and help structure integrated solutions that provide ecosystem benefits with far less impact on water supply, the California economy and the public interest.



FUNCTIONAL FLOWS: A BETTER APPROACH

Sacramento Valley: Sacramento Valley water users and conservation partners are working together to advance a new generation of innovative projects to promote salmon recovery.

Over the past two and a half years, 12 projects have been completed through the Sacramento Valley Salmon Recovery Program to address fish passage, improve the timing of flows and increase habitat for salmon and other species. Priority projects have included removal of structural barriers to fish passage, modifying riffles, eliminating predator habitat, restoring floodplains and creating side channel spawning and rearing areas.

In addition, program partners are exploring creative ways to reconnect water with the land in floodplains and agricultural areas to enhance habitat and food production and create rearing habitat in rice fields.

While each of these collaborative projects provides independent value, implementation of the entire comprehensive suite is generating unique benefits that can significantly improve ecological outcomes for salmon in the Sacramento Valley.

Merced River: Merced Irrigation District has spent millions of dollars and decades undertaking intense and in-depth scientific research on the Merced River. This research has included analysis of flows, temperatures, biological resources and habitat. MID is poised to put this research into action through its Merced S.A.F.E. Plan (Salmon, Agriculture, Flows, and Environment) to provide certainty for both the environment and local water supply in Eastern Merced County.

The plan would provide increased flows using science to dictate the amounts and timing, restore critical sections of habitat for spawning and rearing juvenile salmon, protect local drinking water quality, upgrade an existing salmon hatchery with state-of-the-art facilities and reduce predation.

Based on in-depth science and technologically advanced computer modeling, MID seeks to take immediate action and dramatically benefit salmon on the Merced River.

- **Functional Flows:** Science shows that functional flows have very promising benefits for fish as well agricultural and urban water users. Timed and tailored for specific purposes, functional flows can benefit species in ways that unimpaired flow requirements cannot. Examples abound of collaborative, innovative projects currently underway by local water agencies and stakeholders that include functional flows and non-flow solutions that reconnect land and water to restore habitat and address the full life cycle of species needs. These efforts contribute real benefits to ecosystem recovery while maintaining water supply reliability.
- **Economic Considerations:** The State Water Board has a statutory obligation to consider economic impacts when establishing water quality objectives that reasonably protect all beneficial uses of water. Having a robust economic analysis is critical. The board also has a policy obligation under the coequal goals to ensure its actions related to a revised Bay-Delta Plan increase water supply reliability and thereby allow for a healthy, growing agricultural and urban economy in California.
- **Consistency with State Policy:** ACWA urges the State Water Board to heed the governor's direction and recognize that achieving the coequal goals will lead to a more reliable water supply and healthy ecosystem. Pursuing the coequal goals should be a guiding principle for the board's decisions related to adopting a revised Bay-Delta Plan. The State Water Board also should ensure that its decisions on the Bay-Delta Plan enable, rather than obstruct, the implementation of the California Water Action Plan.
- **Leadership:** The best policy choice will come through the give and take of the negotiating process and the enlightened leadership of the State Water Board members. Ultimately, the board must establish water quality objectives that ensure the reasonable protection of all beneficial uses of water as it implements negotiated solutions. The State Water Board should actively engage in this work and lead in a manner that is grounded in an awareness of how its actions can affect the implementation of the California Water Action Plan and the achievement of the coequal goals.

ACWA and its members have taken a strong policy position in support of comprehensive solutions such as those outlined in the California Water Action Plan. We stand ready to work with the Brown Administration to pursue the collaborative and comprehensive approaches needed to ensure a future for California that includes a vibrant agricultural and urban economy and a healthy ecosystem.

Cash Disbursement Report



Payment Dates 03/23/2017 - 04/05/2017

Payment Number	Payment Date	Vendor	Description	Amount
55736-55738	03/30/2017	Refund Checks 55736-55738	Customer Refunds	2,022.25
55739-55741	03/30/2017	Refund Checks 55739-55741	Customer Refunds	464.96
55742	03/30/2017	ABABA Bolt	Bolts	26.13
55743	03/30/2017	ACWA/JPIA	Property Insurance 04/2017-04/2018	35,148.00
55744	03/30/2017	Aquajet Art	Valve Lid Tag-out Inserts	290.93
55745	03/30/2017	Asphalt Zipper Co	Grinder Bits (45) - AZ1	463.91
55746	03/30/2017	AT&T	0230 CALNET3 02/13/17-03/12/17	30.18
55747	03/30/2017		3680 CALNET3 02/13/17-03/12/17	982.46
55748	03/30/2017	B&K Engraving	Name Plate for Boardroom	12.99
55749	03/30/2017	Big Drip Plumbing	Meter Tie Backs	13,250.00
55750	03/30/2017	Brian Fisher	Reimbursement for 3-Year Vidwater.org SSL Certificate	1,537.00
55751	03/30/2017	Broadway Auto Glass Inc	Replaced Windshield - Truck 47	202.36
55752	03/30/2017	CDW Government Inc	HP Color LaserJet Pro Printer	397.36
	03/30/2017		Diskeeper/V-locity Maintenance Renewal	3,987.53
55753	03/30/2017	Craneworks Southwest Inc	Sweeper Hydraulic Hoses (2) - B16	155.25
55754	03/30/2017	DIRECTV	Direct TV Service	78.99
55755	03/30/2017	EH Wachs Company	Controller/Datalogger	3,270.45
55756	03/30/2017	Endicott Comm., Inc - CV	Answering Service 03/2017	241.22
55757	03/30/2017	Eurofins Eaton Analytical Inc	Lead Testing	360.00
55758	03/30/2017	Fastenal Company	Washers, Bolts - Shop	25.44
55759	03/30/2017	Glennie's Office Products Inc	Office Supplies	13.85
	03/30/2017		Office Supplies	6.98
	03/30/2017		Office Supplies	18.28
55760	03/30/2017	HD Supply Waterworks	Pipe Tongs	1,034.40
	03/30/2017		Copper Tubing	4,034.16
	03/30/2017		End Caps (3)	79.45
55761	03/30/2017	Infrastructure Engineering Corporation	AB Line, Meyers Siphon Replacement 01/28-02/24/17	1,622.50
55762	03/30/2017	Jo MacKenzie	Reimburse - ACWA State Legislative Committee Mtg	516.55
	03/30/2017		Reimburse - ACWA Symposium 03/2017	423.87
55763	03/30/2017	Ken Grody Ford Carlsbad	Bottom Body Panel w/Rivets - Truck 59	57.82
	03/30/2017		Door Glass Frame & Weatherstripping - Truck 76	158.65
55764	03/30/2017	Lightning Messenger Express	Messenger Service 03/10/2017	32.00
55765	03/30/2017	Moody's	Dump Fees (4)	800.00

Payment Number	Payment Date	Vendor	Description	Amount
	03/30/2017		Dump Fees (2)	400.00
	03/30/2017		Dump Fees (2)	400.00
	03/30/2017		Dump Fees (8)	1,600.00
	03/30/2017		Dump Fees (2)	400.00
	03/30/2017		Dump Fees (4)	800.00
	03/30/2017		Dump Fee	200.00
	03/30/2017		Dump Fees (3)	600.00
	03/30/2017		Dump Fees (2)	400.00
	03/30/2017		Dump Fees (18)	3,600.00
55766	03/30/2017	NAPA Auto Parts	Hatchback Lift Shock - Truck 59	53.02
	03/30/2017		Hammer Driver	37.88
	03/30/2017		Socket	18.39
	03/30/2017		Power Sprayer Hour Meter - Truck 1	70.36
55767	03/30/2017	North County Auto Parts	Brake Pads - Truck 76	48.94
	03/30/2017		O-Rings (18) - Shop	14.72
	03/30/2017		2-Cycle Oil (24) - Shop	25.72
55768	03/30/2017	Pacific Pipeline Supply	Material for Sarver Lane	147.87
	03/30/2017		Material for Sarver Lane	3,349.26
	03/30/2017		Pipe 12" PVC DR-14 C900 (1660)	28,050.38
	03/30/2017		Pipe 6" PVC DR-14 C900 (300)	1,445.14
	03/30/2017		Pipe 8" PVC DR-14 C900 (2500)	19,755.63
	03/30/2017		Pipe 4" PVC DR-14 C900 (280)	712.29
	03/30/2017		Saddle Stand, Gaskets	105.44
	03/30/2017		Macro Coupling	470.66
55769	03/30/2017	Raymond Handling Solutions Inc	Electric Forklift Service - F3	98.00
55770	03/30/2017	RDO Water LLC	Roundup Pesticide	202.44
55771	03/30/2017	Red Wing Shoe Store	Footwear Program (2)	342.36
55772	03/30/2017	Richard Brady & Associates, Inc	HP Reservoir Construction Mgmt 01/29/17-02/25/17	46,247.00
	03/30/2017		HP Reservoir Rehab - Construction 01/29/17-02/28/17	148,731.17
55773	03/30/2017	Rutan & Tucker LLP	Legal 02/2017	4,054.50
	03/30/2017		Legal 02/2017	51.00
	03/30/2017		Legal 02/2017	3,417.00
	03/30/2017		Legal 02/2017	204.00
	03/30/2017		Legal 02/2017	2,805.00
	03/30/2017		Legal 02/2017	127.50
	03/30/2017		Legal 02/2017	4,558.95
55774	03/30/2017	SimplexGrinnell	Quarterly Fire Sprinkler Maintenance	1,051.25
55775	03/30/2017	Midas Service Experts	Replaced Bent Wheels, Sensor - Truck 76	643.39

Payment Number	Payment Date	Vendor	Description	Amount
55776	03/30/2017	Tyco Integrated Security LLC	Parking Garage Doors/Key Pad Repair	880.73
55777	03/30/2017	UniFirst Corporation	Uniform Service	344.70
55778	03/30/2017	UPS	Shipping	14.26
55779	03/30/2017	Verizon Wireless	Air Cards 02/13/17-03/12/17	76.02
55780	03/30/2017	Walters Wholesale Electric Co	Heavy Duty Contactor	161.88
55781	03/30/2017	Waterless Company Inc	Waterless Urinals (2)	863.40
55782-55783	04/05/2017	Refund Checks 55782-55783	Customer Refunds	901.21
55784	04/05/2017	Refund Check 55784	Customer Refunds	1,638.54
55785	04/05/2017	ACCO Brands Direct	Office Supplies	87.68
55786	04/05/2017	Adco Underground Services	Potholing - Primrose Ave	9,920.00
	04/05/2017		Potholing - Primrose Ave	2,060.00
55787	04/05/2017	AT&T	Web Security 03/2017	66.00
	04/05/2017		Internet Service 02/19/2017 - 03/18/2017	1,076.10
55788	04/05/2017	Best Best & Krieger LLP	Legal Services 02/2017	805.00
55789	04/05/2017	Capital One Commercial	Training Refreshments	116.72
	04/05/2017		Cleaning Supplies	32.24
55790	04/05/2017	CDW Government Inc	Adobe InDesign Subscription - 10 months	295.00
55791	04/05/2017	Cecilia's Safety Service Inc	Traffic Control - Via La Ranchita	1,360.00
	04/05/2017		Traffic Control - Plumosa Ave	3,185.00
	04/05/2017		Traffic Control - Richland Rd/Tuscany Ave	1,330.00
	04/05/2017		Traffic Control - Independence Way	1,275.00
	04/05/2017		Traffic Control - Lobelia Dr	3,175.00
	04/05/2017		Traffic Control - Rees Rd	1,360.00
55792	04/05/2017	Craneworks Southwest Inc	Crane Control Housing Gaskets (3)	45.90
55793	04/05/2017	Department of Forestry & Fire Protection	Weed/Brush Abatement - Pechstein Reservoir	457.24
55794	04/05/2017	Dion International Trucks Inc	Mud Flaps - Shop	82.23
55795	04/05/2017	El Camino Rental	Concrete	162.38
55796	04/05/2017	Ferguson Waterworks	Pipe Lube, Wrap Tape	674.61
55797	04/05/2017	Fleet Pride	Gladhand, Swing-Away, Electrical Socket	258.14
	04/05/2017		Gladhand, Swing-Away	(237.86)
55798	04/05/2017	D.H. Maintenance Services	Strip/Seal Floors	775.00
55799	04/05/2017	Glennie's Office Products Inc	Office Supplies	23.26
	04/05/2017		Office Supplies	11.72
	04/05/2017		Office Supplies	0.81
55800	04/05/2017	Hach Company	Chlorine Buffer	1,981.45
55801	04/05/2017	Hawthorne Machinery Co	Sweeper Front Wheel - B16	(407.93)
	04/05/2017		Decals - A6	62.46
	04/05/2017		Brake Light Switch - L5	34.85

Payment Number	Payment Date	Vendor	Description	Amount
	04/05/2017		Bucket Teeth - B21	176.97
	04/05/2017		Filters, Engine Cover Insulation - B21	177.27
55802	04/05/2017	HD Supply Waterworks	45 Degree Angles (4)	913.63
55803	04/05/2017	Infrastructure Engineering Corporation	Shea Homes Flume Inspection 1/28/17-02/24/17	3,200.00
55804	04/05/2017	Joe's Paving	Road Repair - Sycamore Ave	527.50
	04/05/2017		Road Repair - Various Locations	3,283.95
55805	04/05/2017	Ken Grody Ford Carlsbad	Diagnose/Replace Tracking Bar - Truck 76	353.59
55806	04/05/2017	Lighthouse Inc	LED Lightbars (2) - Trucks 33 & 41	2,143.35
55807	04/05/2017	Moody's	Dump Fee	200.00
	04/05/2017		Dump Fee	200.00
	04/05/2017		Dump Fees (2)	400.00
55808	04/05/2017	MRC, Smart Technology Solutions	Managed Print Services	980.08
55809	04/05/2017	NAPA Auto Parts	Filters, Weatherstripping	158.63
55810	04/05/2017	North County Auto Parts	Wiper Blades, Fuses, Sealant Tubes	45.89
	04/05/2017		Turn Brake Rotors - Truck 76	37.00
55811	04/05/2017	North County Powder Coating Inc	Powder Coat Post	167.63
55812	04/05/2017	Pacific Pipeline Supply	Material for Sarver Lane	2,682.44
	04/05/2017		Gaskets (300)	906.05
	04/05/2017		Meter Gaskets (400)	116.91
	04/05/2017		Weld Flange (3)	79.56
	04/05/2017		Pipe Support Saddle Mount	61.20
55813	04/05/2017	Protel Communications, Inc	Phone System Support 02/2017 - 04/2017	1,166.00
55814	04/05/2017	Ramona Disposal Service	Trash Service 03/2017	153.43
55815	04/05/2017	Rincon del Diablo MWD	MD Reservoir Water Service 03/2017	32.64
55816	04/05/2017	San Diego Gas & Electric	Electric 03/2017 - Ranch House	31.06
55817	04/05/2017	Shred-it USA LLC	Shredding Service	96.51
55818	04/05/2017	State Board of Equalization	Mar'17 Use Tax Return	379.00
55819	04/05/2017	Sunrise Materials Inc	Waddles, Stakes	239.23
	04/05/2017		Concrete Accelerator	45.47
	04/05/2017		Concrete Edger - Truck 66	41.14
55820	04/05/2017	Midas Service Experts	Tire/Mounting - Truck 8	88.93
55821	04/05/2017	Miramar Truck Center	Engine Starter, Core Charge	351.75
	04/05/2017		Starter Core - Truck 7	(94.28)
55822	04/05/2017	UniFirst Corporation	Uniform Service	344.70
55823	04/05/2017	Verizon Wireless	Cell Phone Service 02/16/17 - 03/15/17	1,355.37
55824	04/05/2017	Vista Lock & Safe Co	Door Locks & Keys	111.62
55825	04/05/2017	Vulcan Materials Company and Affiliates	Cold Mix	2,051.51
Grand Total:				405,139.65



STAFF REPORT

Agenda Item: 7

Board Meeting Date: April 19, 2017
Prepared By: Brent Reyes
Reviewed By: Brett Hodgkiss
Approved By: Eldon Boone

SUBJECT: PRESENTATION OF AWARDS TO WINNERS OF THE WATER AWARENESS POSTER CONTEST

RECOMMENDATION: Award prizes to the winners of the Water Awareness Poster Contest as follows: 1st place prize of \$100 to Brooke Michelle Furgal of Lake Elementary School, 2nd place prize of \$50 to Caitlyn Enciso of Joli Ann Leichtag Elementary School, and 3rd place prize of \$25 to Paul Stewart of St. Thomas Elementary School.

PRIOR BOARD ACTION: This is the twenty-fifth year the District has participated in this event.

FISCAL IMPACT: \$325, including student awards and teacher gift bags.

SUMMARY: A poster contest for fourth graders is sponsored annually by the North County Water Agencies, a group of thirteen northern San Diego county water agencies dedicated to promoting water conservation and awareness. This year’s theme was “Be Water Smart.” Vista Irrigation District (District) received 277 entries. A panel made up of three District employees selected the winners based on the theme, quality of artwork, originality, and design.

Place	Student	School	Award
1 st	Brook Michelle Furgal	Lake	\$100.00
2 nd	Caitlyn Enciso	Joli Ann Liechtag	\$ 50.00
3 rd	Paul Stewart	St. Thomas	\$ 25.00

All three posters will appear in the 2018 Water Awareness Calendar published by the North County Water Agencies. The District’s first place winner’s poster will be featured on the cover or with a month in the calendar, and the second and third place winner’s posters will be shown as thumbnails in the calendar. Teachers of the winning students will receive a gift bag in recognition of their efforts.



STAFF REPORT

Agenda Item: 8

Board Meeting Date: April 19, 2017
Prepared By: Brett Hodgkiss
Approved By: Eldon Boone

SUBJECT: SCHOLARSHIP CONTEST AWARD PRESENTATIONS

RECOMMENDATION: Award a \$1,500 scholarship to Jacob Toney from Rancho Buena Vista High School as the winner of the Vista Irrigation District scholarship contest. Award \$750 scholarships to Thomas Montero and Sawyer Post, both from Vista High School, as runners-up in the scholarship contest.

PRIOR BOARD ACTION: On April 5, 2017, the Board selected the winner and two runners-up for the Vista Irrigation District scholarship contest.

FISCAL IMPACT: \$3,000.

SUMMARY REPORT: In December 2016, application packets for the scholarship contest were provided to counselors of high schools within the District's jurisdictional boundaries. Follow-up calls were made to counselors to make sure the application materials were received and inquire as to students' interest in the program. Additional scholarship promotional efforts included: placing information about the scholarship in Rancho Buena Vista High School's monthly scholarship bulletin, recording a segment on the scholarship program for Vista High School's daily video bulletin, issuing a news release, and announcing the program on our on-hold telephone message and web site. Application materials were also made available on the District's web site. The District received ten applications by the February 24, 2017 deadline.

Public Affairs Committee members Vásquez and Dorey were the competition judges. After discussion and careful consideration of the ten applications, the Committee made its recommendations regarding the winner and runners-up, which were approved by the Board at their April 5, 2017 meeting. Jacob Toney from Rancho Buena Vista High School was selected as the winner of the Vista irrigation District scholarship contest and will be awarded a \$1,500 scholarship. Thomas Montero and Sawyer Post, both from Vista High School, were selected as runners-up in the scholarship contest and will each be awarded a \$750 scholarship. Once enrolled at a college, university or trade school, District staff will forward a check to the school on each recipient's behalf.

ATTACHMENTS: Certificates of scholarship award

SCHOLARSHIP VOUCHER

Jacob Toney

has been awarded a

\$1,500.00 Scholarship

from Vista Irrigation District
in recognition of his academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of her acceptance and enrollment as a full-time student.

Marty Miller, Board President

Date



SCHOLARSHIP VOUCHER

Thomas Montero

has been awarded a

\$750.00 Scholarship

from Vista Irrigation District
in recognition of his academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of her acceptance and enrollment as a full-time student.

Marty Miller, Board President

Date

SCHOLARSHIP VOUCHER

Sawyer Post

has been awarded a

\$750.00 Scholarship

from Vista Irrigation District
in recognition of her academic achievement and
service to the community

A check will be sent directly to the college, university, or trade school of the student's choice upon verification of her acceptance and enrollment as a full-time student.

Marty Miller, Board President

Date



STAFF REPORT

Agenda Item: 9

Board Meeting Date: April 19, 2017
Prepared By: Don Smith
Reviewed By: Brett Hodgkiss
Approved By: Eldon Boone

SUBJECT: OPERATING AGREEMENT WITH SAVE OUR HERITAGE ORGANISATION FOR THE WARNER-CARRILLO RANCH HOUSE

RECOMMENDATION: Receive information regarding the Operating Agreement for the Warner-Carrillo Ranch House.

PRIOR BOARD ACTION: On June 1, 2011, the Board authorized the General Manager to execute an agreement with the Save Our Heritage Organisation (SOHO) for the operation and maintenance of the Warner-Carrillo Ranch House (Ranch House) following restoration.

FISCAL IMPACT: There is no fiscal impact associated with this informational report. SOHO's request for financial assistance and any related fiscal impact to the District will be presented to the Board in May.

SUMMARY: SOHO has requested assistance in defraying the cost of the operation and maintenance of the Ranch House. In anticipation of discussing this request in May, staff felt that it would be timely to conduct a brief visit to the Ranch House during the Board's Spring Tour on April 25. This report seeks to familiarize the Board with the responsibilities of SOHO and the District under the Ranch House Operating Agreement.

DETAILED REPORT: The California Cultural and Historical Endowment contributed \$316,000 towards the cost of restoration for the Ranch House under the terms of a Grant Agreement approved by the Board in August, 2010 (Resolution No. 10-33). By accepting the grant, the District agreed to keep the Ranch House "accessible and open to the public for a period of twenty years from the date of project completion", or until August 2031. Currently, the District carries out this responsibility through its Ranch House Operating Agreement with SOHO.

Under the terms of the Operating Agreement, the public shall have access to the Ranch House "at least twenty-four (24) hours each calendar month, including four (4) hours each week unless otherwise approved in writing by the District." Since the commencement of museum operations in November 2012, SOHO has opened the Ranch House to the public every weekend. Currently, the Ranch House is open to the public between 12:00 pm and 4:00 pm, every Saturday and Sunday; admission is \$5 for adults and \$4 for seniors and children. On average, 23 people visit the Ranch House each month.

Per the Operating Agreement, SOHO is responsible for making the Ranch House available to the public, performing all routine maintenance and preparing and updating an Operating Plan. The District is responsible for providing water and power to the Ranch House and its associated restroom facility and for major maintenance items, including structural repairs, roof maintenance, termite damage, and grading and drainage of the grounds. Either Party can terminate the Operating Agreement by giving 90 days advance notice.

SOHO has reported their quarterly financial performance since the beginning of commercial operations. For the 51 months ended March 31, 2017, SOHO has been operating and maintaining the Ranch House with an average monthly operating loss of \$1,041, excluding administrative overhead, startup costs and the purchase of furnishings.

ATTACHMENT: Warner-Carrillo Ranch House Operating Agreement

WARNER-CARRILLO RANCH HOUSE OPERATING AGREEMENT

This WARNER-CARRILLO RANCH HOUSE OPERATING AGREEMENT (the "Agreement") is entered into as of August 4, 2011 (the "Effective Date"), by and between the VISTA IRRIGATION DISTRICT, a special governmental district of the State of California formed and operating under California Water Code section 20500, *et seq.* ("VID"), and SAVE OUR HERITAGE ORGANISATION, a California non-profit corporation ("SOHO").

RECITALS

A. As part of its ownership of the Warner Ranch, VID owns the Warner-Carrillo Ranch House, a designated National Historic Landmark, which is one of the few remaining examples of the Mexican period adobes in California, and once served as an important stop for early overland migrants to California (the "Ranch House"). The Ranch House is located near the intersection of State Route 79 and County Route S-2 in unincorporated San Diego County. The Ranch House and surrounding grounds ("Grounds") are depicted on the plat attached hereto as Exhibit "A."

B. Due to its age, the condition of the Ranch House has deteriorated significantly, and it was in a state of disrepair. On August 24, 2010, VID entered into an agreement with the California Cultural and Historical Endowment for a grant of \$306,000, to be matched with \$190,000 in VID funds, for the restoration and rehabilitation of the Ranch House. VID anticipates that the Ranch House restoration will be completed by September 30, 2011.

C. Upon the completion of the restoration of the Ranch House, VID desires to establish a relationship with a separate entity for the operation and maintenance of the Ranch House.

D. SOHO is a California non-profit corporation with expertise in the preservation, promotion and support of the architectural, cultural and historical landmarks that contribute to the community identity, depth and character of the San Diego region. Among its activities, SOHO operates and maintains rehabilitated historical structures.

E. VID and SOHO mutually desire to enter into this Agreement to set forth the terms and conditions under which SOHO will, operate and maintain the Ranch House on behalf of VID, at no direct cost to VID, but in consideration for SOHO's use of the Ranch House for SOHO-related activities.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above, and the covenants, conditions and terms set forth herein, VID and SOHO do hereby agree as follows:

1. Annual Operating Plan. Within one hundred twenty (120) days of the Effective Date, and, prior to the beginning of each fiscal year thereafter during the term of this Agreement, SOHO shall prepare and submit for review and written approval by VID an Annual Operating

Plan (the "Operating Plan"). Amendments or changes to the Operating Plan may be made more frequently than annually, by submitting an updated Operating Plan to VID for its approval. VID shall not unreasonably withhold or delay approval of the Operating Plan. At a minimum, the Operating Plan shall address or contain the following:

1.1 Interpretative Plan. An interpretative plan for the Ranch House shall be included in the Operating Plan.

1.2 Building Use and Maintenance. The Operating Plan shall describe the use(s) for the Ranch House, and a building maintenance plan that addresses preservation of the Ranch House structure and general upkeep for the health and safety of the public. Any proposed changes to be made to the uses of the Ranch House shall be described.

1.3 Furnishings. The Operating Plan shall include a schematic room plan of each room in the Ranch House and an inventory, including a record of ownership, of all items in each room. The inventory of furnishings shall comport with the requirements described in section 2.3.3, below.

1.4 Curation/Archive. The Operating Plan shall include, in addition to a current inventory of all items in the Ranch House, a housekeeping and curation plan for the items, and a procedure to acknowledge and access donations.

1.5 Marketing. The Operating Plan shall include a marketing plan that describes a strategy to advertise the Ranch House, including brochures, pamphlets, special events, news releases, and onsite information regarding the Ranch House, SOHO and VID. The Operating Plan shall provide for a publicly accessible internet website that describes the history and setting of the Ranch House, the hours that the Ranch House is open for public access, the admission fee (if any), and a telephone number staffed by SOHO personnel that the public may call for information regarding the Ranch House or its operations. The Operating Plan shall also provide for the posting onsite in a prominent location at the Ranch House, that is accessible to the public twenty-four (24) hours each day, a sign that includes SOHO's Ranch House website address (url) and informational telephone number, and the hours each day that the Ranch House is open to the public.

1.6 Programs and Activities. The Operating Plan shall include the days and hours of operation of the Ranch House, the types and frequencies of programs and special events, and a fee schedule for programs and special events.

1.6.1 Under the operating hours set forth in the Operating Plan, the general public shall not be wholly or permanently excluded from the Ranch House. The Operating Plan may, however, include reasonable restrictions for the use of the Ranch House and participation in certain activities at the Ranch House, provided that those restrictions are consistent with the rights of the general public and are designed to enable SOHO to use the Ranch House for the purposes set forth herein. The Operating Plan shall provide that members of the public shall be allowed access to the Ranch House at least twenty-four (24) hours each calendar month, including four (4) hours each week, unless otherwise approved in writing by VID.

1.6.2 As set forth in the Operating Plan, SOHO shall have the right to charge reasonable fees for entrance into the Ranch House or for any of the services provided by SOHO under this Agreement; provided, however, that any fees charged by SOHO shall be approved by VID.

1.7 Management and Staffing. The Operating Plan shall include a listing of the paid and unpaid positions, job descriptions and qualifications, and recruitment and hiring methods, for SOHO employees, contractors and volunteers who will staff the Ranch House. Training for management and staff shall be addressed, and shall be at museum standards and shall be directed toward customer service.

1.8 Customer Satisfaction Surveys. The Operating Plan shall include programs to continually survey customers and to take corrective actions to address customer comments.

1.9 Landscaping. The Operating Plan shall include any proposed changes to be made to the landscaping, walkways and other amenities in proximity to the Ranch House.

1.10 Security. The Operating Plan shall include the methods used to secure the Ranch House, its furnishings, and the grounds around it.

1.11 Financial Statement. The Operating Plan shall include SOHO's annual financial statements.

1.12 By-Laws. The Operating Plan shall include a current copy of SOHO's by-laws and a current list of SOHO's officers and directors.. The Operating Plan shall provide that, within fourteen (14) days of any change in the make-up of the officers or directors of SOHO, SOHO shall provide an updated list to VID. The Operating Plan shall also include a current explanation of the status and rights of SOHO members, particularly in relation to access to and participation in events held at the Ranch House and Grounds.

2. Operation of Ranch House.

2.1 Commencement of SOHO Ranch House Operations. Upon its acceptance of the completion of the Ranch House rehabilitation and restoration, VID shall transmit a written notice to SOHO to commence operation of the Ranch House (the "Commencement Notice"). SOHO shall have an exclusive (subject to VID's access rights pursuant to Section 3 below) license to occupy and use the Ranch House and Grounds, and shall operate and maintain the Ranch House and Grounds in accordance with this Agreement and the Operating Plan then in effect, from the date of the Commencement Notice until this Agreement expires or terminates.

2.2 SOHO Operational Rights. From the date of the Commencement Notice, and through the term of this Agreement, SOHO shall have the right to conduct the following operations and activities at the Ranch House and Grounds in accordance with the Operating Plan then in effect:

2.2.1 Open the Ranch House and Grounds to the public as a museum with regular hours of operation, and conduct public tours of the Ranch House.

2.2.2 To the extent feasible, acquire period furnishings (ownership of which shall be as described in section 2.3.3, below) for interpretive exhibits, and create an historic furnishings report.

2.2.3 Develop and maintain an interpretive program of the Ranch House, the Overland Trail and the history of water in the Warner Ranch area.

2.2.4 Support and facilitate the activities and operations in paragraphs 2.2.1, 2.2.2 and 2.2.3 above, including but not limited to administrative, marketing and accounting activities, photography and graphic art support, computer, curatorial, archival activities, events planning, grant writing and fund raising.

2.3 SOHO Operational Responsibilities. SOHO shall comply with the following provisions in connection with its operations and activities at the Ranch House and Grounds:

2.3.1 SOHO shall operate and use the Ranch House and Grounds only for the purposes and activities authorized by this Agreement and more particularly described in the Operating Plan then in effect, and the Ranch House and Grounds shall not be operated or used for any other use or purpose whatsoever without the prior written consent of VID.

2.3.2 SOHO shall staff the Ranch House with trained docents, and develop a volunteer docent program in accordance with the Operating Plan.

2.3.3 SOHO shall keep track of the ownership of all furnishings stored and displayed within the Ranch House or on the Grounds. Further, SOHO shall obtain clarification regarding the intent of any donation of furnishings made in connection with the operation of the Ranch House – whether the intent is for: the item to be loaned (and hence not donated per se); donated for display at the Ranch House (and hence donated to VID, the owner); or donated to support SOHO's operation (in which case the item shall be owned by SOHO). Any item stored or displayed within the Ranch House or on the Grounds whose ownership is unknown or which is unaccounted for in SOHO's inventory shall be presumed to be owned by VID.

2.3.4 SOHO shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising at the Ranch House not described in the Operating Plan without the prior written consent of VID.

2.3.5 SOHO shall not serve, or allow the service of, alcohol at or within the Ranch House or Grounds without the prior written consent VID. In the event that VID grants permission for service of alcohol at or within the Ranch House and Grounds, SOHO shall be responsible for ensuring that all state and local regulations regarding the consumption of alcohol are followed.

2.3.6 SOHO shall not permit any person to smoke within thirty feet (30') of the Ranch House or any adjacent structure on the Grounds.

2.3.7 SOHO shall maintain proper and adequate policing and security of the Ranch House in accordance with the Operating Plan in order to assure its orderly use and to prevent, to the best of its abilities, intrusion from trespassers, playing children and vandals, it being understood that SOHO is not liable to VID for damages caused by trespassers, children or vandals.

2.3.8 SOHO shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals," as those terms are used in CERCLA (42 U.S.C. § 9601) or SARA (42 U.S.C. § 110211), or any similar federal, state or local law, statute, ordinance, regulation or order, or otherwise determined by VID to be a "hazardous" material, waste or chemical, to be brought upon, left, used or abandoned at the Ranch House or Grounds by its employees, agents, contractors or any other third parties under SOHO's control.

2.3.9 SOHO shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance at the Ranch House, and shall not use or permit the operation or use of the Ranch House for any unlawful purpose by its employees, agents, contractors or any other third parties under SOHO's control.

2.3.10 SOHO shall conduct its operations and activities at the Ranch House and Grounds so as to prevent interference with the operation and activities of VID and its lessees and licensees. SOHO acknowledges that the Ranch House is located in close proximity to the headquarters and domicile of VID's principal cattle grazing lessee, and that as such the premises are subject to the normal domestic and business activities of the lessee, including the deliveries of cattle, material and supplies. SOHO shall coordinate its operations and activities with VID and with its grazing lessees to prevent interference with their normal domestic and business activities.

2.3.11 Within 60 days following the end of each calendar quarter, SOHO shall provide VID a report setting forth, for the immediately preceding calendar quarter by month and cumulatively for that calendar year, the number of persons visiting the Ranch House, the amount of Ranch House-related entrance fees collected and financial donations or contributions received by SOHO, and detail of the funds expended for the operation and maintenance of the Ranch House.

2.3.12 Concurrent with its distribution to recipients, SOHO shall transmit to VID copies of all materials, written, electronic or otherwise, relating to the Ranch House and Grounds, including but not limited to promotional materials or communications regarding any private or public events scheduled to occur at or relating to the Ranch House or Grounds.

2.4 Areas Adjacent to the Ranch House

2.4.1 Historical Barn. The parties acknowledge that a historical barn is located on the Grounds in close proximity to the Ranch House (the "Barn"), and is in need of repair and rehabilitation. VID makes no representation, express or implied, regarding the safety or structural stability or integrity of the Barn. SOHO shall take all

reasonable actions to prevent members of the general public from entering the Barn. Incidental entrance into the Barn by SOHO management or staff to set up or maintain historical displays is permitted. Any other use of the Barn shall be subject to the prior written approval of VID. Any use or occupation of the Barn by the management or staff of SOHO shall be at their sole risk.

2.4.2 Parking Lot. A vehicular parking lot is located on VID-owned land in close proximity to the Ranch House, and this parking lot historically has been used by employees of VID's grazing lessees. SOHO and members of the public visiting the Ranch House shall have the right to the non-exclusive shared use of this parking lot with the grazing lessee and its employees, but SOHO shall be responsible for ensuring that the use of the parking lot in connection with Ranch House activities does not interfere with the use of the parking lot by VID's grazing lessee and its employees.

2.4.3 Reynolds Ridge and Kimble-Wilson Store. SOHO contemplates future programming, including interpretive programming and/or an archeological field school for the Reynolds Ridge and/or the Kimble-Wilson Store areas of the Warner Ranch, which are not included in the Grounds. SOHO may prepare a detailed proposal for such programming and use for consideration by the District.

2.4.4 Other than the Ranch House and the Grounds, and as set forth in Paragraphs 2.4.1 and 2.4.2 above, SOHO shall have no right to enter upon, access, occupy or use any portion of the Warner Ranch without the prior written consent of VID.

2.5 Interpretation of Allowable Operations and Activities. In the event that SOHO is reasonably in doubt as to the propriety of or authorization for any particular operation or activity at, or use of, the Ranch House, SOHO may request the written determination of VID whether such use, activity or operation is permitted under this Agreement. VID shall transmit a written response to any such SOHO request within ten (10) days of its receipt by VID. SOHO shall not be in breach of this Agreement if SOHO abides by any such written determination by VID.

2.6 Books and Accounts. SOHO shall maintain accurate and complete written records and accounts of all operational and financial activities relating to the Ranch House or its performance under this Agreement, and maintain such records and accounts for a period of not less than four (4) years following the expiration or termination of this Agreement. VID and its authorized representatives shall have the right at all times during normal business hours, upon at least five (5) days' notice, to review all such records and accounts.

3. VID Reserved Rights

3.1 Access for VID Activities. VID shall have unrestricted 24-hour access to the Ranch House and Grounds at its convenience, for VID-related purposes and activities, including but not limited to site visits by VID staff and members of its Board of Directors. VID shall have access to the Ranch House and Grounds upon at least twenty-four hours telephonic, email or written notice to SOHO for purposes and activities involving non-VID persons and

entities, including but not limited to press tours, and tours offered to other persons and groups by VID, and shall coordinate with SOHO the scheduling of such activities involving non-VID persons and entities so as not to interfere with SOHO's operation of the Ranch House and scheduled activities.

3.2 Inspection and Repair. VID and its authorized representatives may, upon at least one (1) day's notice to SOHO (except in the event of an emergency in which case no notice shall be required), enter the Ranch House and Grounds for the purpose of inspecting to determine whether SOHO is complying with its obligations set forth in this Agreement. If SOHO is not in compliance, VID shall have the right, in addition to other remedies available under this Agreement, at law or in equity, to enter the Ranch House immediately and take such action as VID in its sole judgment deems appropriate to remediate any actual or threatened danger to the Ranch House structure or to the public generally. In this regard, VID reserves the right to access or enter the Ranch House and Grounds for, among other purposes, the following:

3.2.1 Any work that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority.

3.2.2 Any work that VID may deem necessary to prevent waste or deterioration in connection with the Ranch House or Grounds if SOHO does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from VID.

3.2.3 Any work that VID may deem necessary in connection with its operation and activities on VID lands and facilities adjacent to the Ranch House and Grounds.

Nothing set forth in subparagraph 3.2.1, 3.2.2 or 3.2.3 shall imply any duty on the part of VID to undertake any work that is the responsibility of SOHO under this Agreement, and VID's performance of any repairs or other work on behalf of SOHO shall not constitute a waiver of SOHO's default in failing to do such work or repair.

3.3 VID Displays. VID shall have the right to prepare and display at the Ranch House and Grounds an interpretive exhibit that describes VID's role in the history of the Warner Ranch and the Ranch House. VID shall provide SOHO with advance opportunity to review and comment on all such materials and shall make a good faith effort to reach agreement with SOHO regarding such displays.

3.4 VID Historical Research. VID reserves the right to conduct historical and archeological studies at the Ranch House and the Grounds, and to engage in activities to restore the historic barn adjacent to the Ranch House. VID shall consult with SOHO regarding the selection of contractors.

3.5 Approval Power over Informational Material. VID shall have the right to review and approve any material concerning the Ranch House, the Grounds or the Warner Ranch that SOHO proposes to provide for public distribution or viewing, if such material has not already been approved as part of the approval of the Operating Plan. SOHO shall not display or

distribute any material concerning the Ranch House, the Grounds or the Warner Ranch that has not been approved by VID, either as part of the Operating Plan or separately by VID.

3.6 Coordination and Indemnity. VID shall conduct its access of and visits to the Ranch House and Grounds as set forth in this Section 3 in such a manner as to avoid substantial interference with or inconvenience to the operations and activities of SOHO. VID shall indemnify and hold harmless SOHO from any and all damages and injuries resulting from the acts or omissions of VID, its officers, employees and invitees, arising out of VID's access or use of the Ranch House and Grounds.

4. Maintenance and Repair of Ranch House.

4.1 Condition and Inspection of Ranch House.

4.1.1 SOHO acknowledges that it occupies and uses the Ranch House and Grounds on an as-is basis, and that SOHO has had the opportunity to and has inspected the Ranch House prior to entering into this Agreement, and has determined that the Ranch House will be suitable for its purposes after completion of the restoration described in Recital B above.

4.1.2 SOHO acknowledges that neither VID nor any of its officers, employees, agents, or representatives has made any written or oral representation, promise or warranty, expressed or implied, concerning the Ranch House and Grounds, their fitness for the uses and purposes set forth in this Agreement, the income producing history of the Ranch House and Grounds or any other purpose or use, its potential or capabilities, the value of the Ranch House and Grounds, or any other matter not expressly set forth in this Agreement.

4.2 SOHO Maintenance and Repair Responsibilities. SOHO shall provide routine, ongoing maintenance and repair of both the exterior and the interior of the Ranch House, and the Grounds, and keep them in a decent, safe and sanitary condition, free from objectionable noises and odors. Specifically, SOHO shall keep and maintain the Grounds free of trash; conduct routine pest control (excluding termite extermination); control weeds and small vegetation; maintain regular landscape features around the Ranch House and Grounds; provide janitorial service, including the stocking, cleaning and regular maintenance of toilet facilities adjacent to the Ranch House; whitewash and paint the Ranch House on an as-needed basis; monitor and operate security systems and protocols to ensure the safety and integrity of the Ranch House; and regularly repair the Rancho House adobe finishes.

4.3 VID Maintenance of the Ranch House. VID shall be responsible for maintaining and providing electrical and water systems and service to the Ranch House, and for causing an annual termite inspection to be conducted within the Ranch House and providing any appropriate termite extermination.

4.4 VID Repair Responsibilities. VID shall be responsible for major maintenance, repair and replacements of the Ranch House, including structural roof and wall

repairs, roof coverings, termite damage repairs; grading and drainage of the Grounds; and maintenance of large landscape features (including mature trees).

4.5 SOHO Default in Its Maintenance and Repair Duties. In the event that SOHO fails, neglects or refuses to maintain or make repairs to the Ranch House or Grounds as required by this Agreement, VID shall notify SOHO in writing of such failure or refusal. Should SOHO fail or refuse to correct the default within seven (7) days of receipt of written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements.

4.5.1 In the event that VID undertakes maintenance, repair or other work due to a default by SOHO, the cost incurred by VID, including but not limited to labor, materials and equipment, plus an administrative fee in the amount of fifteen percent (15%) of the sum of those costs, shall be paid by SOHO to VID within twenty (20) days of SOHO's receipt of a statement of such costs from VID.

4.5.2 Any such maintenance, repair or other work by or on behalf of VID shall not be deemed to be a waiver of SOHO's default under this Agreement, and shall not in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this Agreement or otherwise provided at law.

5. Improvements to the Ranch House.

5.1 Prior Consent for Improvements. SOHO shall not make any alteration of or improvement to the Ranch House or Grounds without the prior written approval of VID, after its review of SOHO's improvement plans. In the event VID grants written approval to any requested alteration of or improvement to the Ranch House or Grounds, such approval shall be deemed conditioned upon SOHO acquiring all governmental licenses, approvals and permits required for the improvement or alteration, and SOHO shall construct such alteration or improvement at its sole cost and expense in strict conformance with the improvement plans submitted to VID

5.2 Ownership of Improvements. All improvements, fixtures and facilities (exclusive of trade fixtures, furniture and other personal property) constructed or placed within or at the Ranch House by SOHO shall, upon the completion of construction, installation or placement within or at the Ranch House, be free and clear of all liens, claims and liabilities for payment of labor and materials. Such improvements, fixtures and facilities shall become and remain the property of VID at the expiration or earlier termination of this Agreement, provided, however, that VID reserves the right, in its sole discretion, by written notice to SOHO given prior to expiration or termination of this Agreement to require (or, if requested by SOHO, to allow) SOHO, at its sole cost, to remove all such improvements, fixtures and facilities within or at the Ranch House.

5.3 SOHO's Assurance of Construction Completion. Prior to the commencement of construction of approved improvements, alterations or facilities within or at the Ranch House or within the Grounds, SOHO shall furnish to VID evidence that sufficient funds will be available to SOHO to complete the proposed construction. VID reserves the right

to require SOHO to obtain a performance bond, labor and material bond, and/or completion bond to evidence and secure SOHO's ability to complete construction of the proposed improvement to or alteration of the Ranch House or Grounds.

5.4 No Liens. SOHO shall at all times indemnify and save VID harmless from all claims, losses, demands, damages, costs, expenses, or liability for costs for labor or materials in connection with the maintenance, construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Ranch House or the Grounds, and from the cost of defending against such claims, including attorneys' fees and costs. In the event a lien or stop notice is imposed upon the Ranch House or the Grounds as a result of such maintenance, construction, repair, alteration, or installation, SOHO shall either record a valid release of lien, or procure and record a bond in accordance with the California Civil Code, which frees the Ranch House from the claim of the lien or stop notice and from any action brought to foreclose the lien. Should SOHO fail to accomplish either of the two alternative actions above within fifteen (15) days after the filing of such a lien or stop notice, this Agreement shall be in default and shall be subject to immediate termination by VID without further notice to SOHO.

6. Insurance.

6.1 Without limiting SOHO's indemnification obligations, SOHO shall not occupy the Ranch House or any portion of the Grounds or commence operations at or the use of the Ranch House or the Grounds until SOHO has obtained all of the insurance required in this Section 6 from a company or companies acceptable to VID; and SOHO shall maintain all such insurance in full force and effect at all times during the term of this Agreement, and any extension or renewal hereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent, or as otherwise approved in writing by VID.

6.2 SOHO shall take out and maintain the following insurance during the term of this Agreement:

6.2.1 Workers' Compensation and Employer Liability Insurance.

SOHO shall cover or insure under the applicable laws relating to Workers' Compensation Insurance all of its employees and volunteers working on or about the Ranch House, in accordance with the Workers' Compensation laws of the State of California. SOHO shall provide Workers' Compensation Insurance and Employer Liability Insurance with limits not less than \$1,000,000 per occurrence, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Such policy of worker's compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Vista Irrigation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Vista Irrigation District through written notice of such proposed cancellation, limitation or reduction of coverage."

6.2.2 Commercial General Liability Insurance, providing coverage in the following minimum limits:

(a) Combined single limit of \$2,000,000 per occurrence for Bodily Injury, Personal Injury or Death and Property Loss.

(b) Damaged coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504 or insurer's equivalent endorsement provided to VID), with a general aggregate limit shall be twice the required occurrence limit.

6.2.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of \$1,000,000 per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as ISO Business and Auto Coverage (Form CA 0001) covering any auto.

6.2.4 Endorsements. The policies of liability insurance provided for in Paragraph 6.2.2 and 6.2.3 shall specify that this specific Agreement is insured and that coverage to participants resulting from SOHO's activities is not excluded, and shall be in a form satisfactory to VID and contain the following separate endorsements:

(a) "The Vista Irrigation District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respect to the operations and activities of the named insured at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitation on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such proposed cancellation, limitation or reduction in coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Vista Irrigation District shall not be liable for the payment of any premiums or assessments on this policy."

(d) “Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Vista Irrigation District, its officers, directors, employees, representatives or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

6.3 Evidence of Coverage. SOHO at the time of execution of this Agreement shall present to VID the original policies of insurance required by this Section 4 or a certificate of the insurance, with separate endorsements (ISO Form CG 2026 or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein, and copies of all endorsements signed by the insurer’s representative. All policies shall contain SOHO’s name and the location of the Ranch House on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed completed certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. SOHO’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

6.4 Personal Property Insurance. SOHO may, but shall not be required to, procure and maintain casualty insurance at its cost covering SOHO’s personal property within and at the Ranch House.

7. Assumption of Risk and Indemnification.

7.1 SOHO’s Risk. SOHO shall bear and assumes all risks and liabilities in any way arising out of or in any manner directly or indirectly connected with, SOHO’s occupancy, use, operation, maintenance or repair of the Ranch House and Grounds, and any damages to SOHO’s personal property or trade fixtures on, in or in the vicinity of the Ranch House resulting directly or indirectly such use, operation, maintenance or repair of the Ranch House.

7.2 VID Not Liable. Except as expressly provided for in this Agreement, VID shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent, volunteer or contractor of SOHO, or any member of the public, resulting from or arising out of any act or omission of SOHO or an of its employees, contractors or volunteers, or the occupancy or use of the Ranch House or Grounds, or any part thereof by or under SOHO or any of its employees, contractors or volunteers, or any act or omission in the exercise of any right or the performance of any obligation under this Agreement, or directly or indirectly from any state or condition of the Ranch House or the Grounds.

7.3 Waiver of Claims. Except as expressly provided for in this Agreement, and as a material party of the consideration to VID under this Agreement, SOHO hereby waives any and all claims that it may have against VID for any damage to goods, wares, trade fixtures, personal property or merchandise within or about the Ranch House, and for any injury to SOHO,

its employees, agents, contractors, volunteers or to third parties in or about the Ranch House or Grounds, from any cause, except the gross negligence or willful misconduct of VID, arising at any time during the term of this Agreement and any extension or renewal thereof.

7.4 Indemnification by SOHO. Irrespective of any insurance carried by SOHO for the benefit of VID, SOHO shall defend, indemnify and hold VID, its officers, directors, employees, representatives and volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including but not limited to any employee, agent, contractor, volunteer or invitee of SOHO) in any way arising out of or in connection with this Agreement, the operations carried on by SOHO within or about the Ranch House, the Grounds or any other lands to which SOHO has access hereunder, or the occupation or use of the Ranch House and Grounds by SOHO or any person or entity under SOHO (collectively, the "SOHO Claims"), whether or not there is concurrent active or passive negligence on the part of VID and/or acts for which VID would be strictly liable, but excluding SOHO claims caused by the sole active negligence and/or willful misconduct of VID, or covered in paragraph 7.5 below.

7.5 Indemnification by VID. VID shall indemnify and hold SOHO, its officers, directors, employees, representatives and volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including but not limited to any employee, agent, contractor, volunteer or invitee of VID) in any way arising out of or in connection with the maintenance and repair obligations and activities of VID as set forth in paragraphs 4.3 and 4.4 above.

8. Term, Extension and Termination.

8.1 Term. Subject to extension in accordance with paragraph 8.2, or earlier termination in accordance with paragraph 8.3 or 8.4 below, this Agreement shall continue for a term of twenty (20) years from and after the Effective Date set forth on the first page of this Agreement.

8.2 Extension of Term. By mutual written agreement, SOHO and VID may extend the term of this Agreement for a period of not more than ten (10) years beyond the term set forth in paragraph 8.1.

8.3 Termination for Cause. VID may terminate this Agreement in accordance with this paragraph 8.3 at any time if SOHO defaults in the performance of any of its duties or obligations under this Agreement.

8.3.1 In the event of a default, VID shall provide SOHO written notice setting forth the nature of the default, SOHO shall have thirty (30) days to cure; provided, however, that if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, SOHO may cure such default by commencing a good faith to cure it promptly after its receipt of written notice from VID, and by prosecuting the

cure of such default to completion with diligence and continuity within a reasonable time thereafter.

8.3.2 For purposes of this Agreement, SOHO shall be deemed to be in default if SOHO becomes insolvent. SOHO shall be conclusively presumed to have become insolvent if any one of the following occur:

(a) A receiver is appointed to take possession of all or substantially all of SOHO's property because of the insolvency; or

(b) SOHO makes a general assignment for the benefit of creditors; or

(c) SOHO allows any judgment against SOHO to remain unsatisfied or unbounded for a period of thirty (30) days or longer; or

(d) An attachment or execution is levied upon or against any or all of SOHO's right, title or interest in or under this Agreement, and the same shall not have been released within thirty (30) days from the date thereof; or

(e) Proceedings and receivership or bankruptcy have been or are about to be instituted against SOHO; or

(f) SOHO is adjudicated a bankrupt.

8.4 Termination for Convenience. Notwithstanding any other provision of this Agreement, either VID or SOHO may terminate this Agreement with or without cause, or for any reason or no reason at all, at any time, by giving the other party a ninety (90) day written notice of termination.

8.5 Obligations upon Expiration or Termination. Upon the expiration of this Agreement or its termination by either party, SOHO shall promptly quit and surrender the Ranch House and Grounds in a good state of repair, and undertake the following:

8.5.1 SOHO shall deliver to VID all keys, property, supplies, records, contracts, and other documents relating to the Ranch House, all of which data, information and documents shall at all times be and remain the property of VID.

8.5.2 SOHO shall execute, acknowledge and deliver to VID a quitclaim deed conveying to VID all rights, title and interest of SOHO to the Ranch House and the Grounds, both land and improvements.

8.5.3 Unless otherwise directed by VID, SOHO shall, at its sole cost and expense, remove all fixtures, equipment and personal property placed on or within the Ranch House by SOHO, and clear the Ranch House and Grounds of all debris.

9. Legal Relations and Responsibilities.

9.1 Nature of Relationship. VID and SOHO understand and agree that the only relationship created between them created by this Agreement is that of contracting parties, and that this Agreement does not create, and shall not be construed to create, any landlord-tenant, agency, partnership, joint venture or other relationship between VID and SOHO.

9.2 Compliance with Laws. SOHO shall keep itself fully informed of all existing and future state and federal laws and all county and local ordinances and regulations which in any manner affect the activities of SOHO under this Agreement, or the occupation, operation or use of the Ranch House and Grounds by SOHO, and of all such orders and decrees of bodies and tribunals having any jurisdiction or authority over the same. SOHO shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, VID, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or decree, whether by SOHO or by any person or entity under SOHO.

9.3 Permits and Approvals. SOHO shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with its performance of this Agreement and its operation, occupation and use of the Ranch House and Grounds as authorized by this Agreement. No approval or consent given under this Agreement by VID shall affect or limit SOHO's obligations hereunder, nor shall any approvals or consents given by VID in its capacity as a party to this Agreement be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

9.4 Assignment and Sublease. SOHO may not assign, convey, hypothecate, encumber, mortgage or otherwise transfer this Agreement or any part hereof, or sublease any portion of the Ranch House or Grounds, without the prior written consent of VID, which VID may withhold in its sole and absolute discretion for any reason, or for no reason at all. Any such assignment or transfer by SOHO, whether voluntarily or by operation of law, without the prior written consent of VID, shall be void and shall, at the option of VID, be grounds for terminating this Agreement upon written notice to SOHO. A consent by OCWD to one assignment or transfer shall not be deemed a consent to any subsequent assignment or transfer.

9.5 Responsibility for Payment of Taxes and Assessments. VID shall not be obligated to pay any taxes or assessments accruing against SOHO on or in relation to the Ranch House or Grounds (or in any way in connection with SOHO's use, occupation, operation or activities at the Ranch House or Grounds), during or after the term of this Agreement, or any extension thereof; and all such payments shall be the sole responsibility of SOHO.

9.5.1 As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, charges, license and transaction fees, including but not limited to the following:

- (i) Any state, local, federal, personal or corporate income tax, or any real or personal property tax; or
- (ii) Any franchise, succession or transfer tax; or
- (iii) Any interest on taxes or penalties resulting from SOHO's failure to pay taxes; or
- (iv) Any increases in taxes attributable to the sale or transfer of any of SOHO's rights under this Agreement; or
- (v) Any taxes which are essentially payments to a governmental agency for the right to make improvements to the Ranch House.

9.5.2 Pursuant to California Revenue and Taxation Code Section 107.6, SOHO is hereby advised that the terms of this Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in SOHO, SOHO may be subject to the payment of real property taxes levied on such interest. SOHO shall be solely responsible for the payment of any such real property taxes. SOHO shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Ranch House or any improvement thereon. Notwithstanding the foregoing, nothing herein shall be deemed to prevent or prohibit SOHO from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

9.6 Acknowledgement of VID's Title. SOHO hereby acknowledges the title of VID in and to the Ranch House and Grounds, including the real property, fixtures and improvements existing or erected thereon; and SOHO hereby covenants and promises never to a sale, contest or resist VID's title to the Ranch House or the Grounds.

9.7 No Obligation to Third Parties. The execution and performance of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than VID and SOHO.

9.8 No Discrimination. SOHO shall not, in the conduct or promotion of any of its activities with respect to the Ranch House, discriminate or permit discrimination in any manner against any person or class of persons by reason of race, color, religion, gender, national origin, age, mental or physical disabilities or sexual orientation.

9.9 Political Activities Prohibited. Neither the Ranch House nor any portion of the Grounds shall be utilized for the purpose of working or campaigning for the nomination or election or any person to any public office, whether partisan or non-partisan, or the passage or defeat of any ballot measure.

9.10 No Continuing Waiver. Any waiver by VID of any term, covenant or condition of this Agreement shall be in writing, and shall not be deemed a continuing waiver of such term, covenant or condition, or a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

10. Miscellaneous.

10.1 Notices. Any notice, payment or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in the United States Mail Depository, First Class Postage Prepaid, and addressed as follows:

If to VID: Vista Irrigation District
1391 Engineer Street
Vista, California 92081-8836
Attn.: General Manager

If to SOHO:

Bruce Coons
SOHO
2476 San Diego Ave
San Diego, CA 92110

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to whom directed. Except where service is by personal delivery or registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed two (2) days after deposit in the United States Mail Depository.

10.2 Warranty of Authority. Each officer of VID and SOHO affixing his or her signature to this Agreement warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all the terms, conditions and provisions of this Agreement; that his or her respective party has the full legal right, power, capacity and authority to enter into this Agreement and perform all of its provisions and obligations; and that no other approvals or consents are necessary in connection therewith.

10.3 Headings. The titles and headings of Sections and Paragraphs of this Agreement, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this Agreement, or to control, limit or modify any of the terms, covenants or conditions hereof.

10.4 Time of Essence. Time is of the essence of this Agreement. Failure to comply with any requirement, including but not limited to any time requirement, of this Agreement shall constitute a breach of and default under this Agreement.

10.5 Disputes. In the event that any action is commenced by either party hereto to enforce any right or obligation under this Agreement or to seek an interpretation of this Agreement, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

10.6 "Day" Defined. Unless otherwise indicated herein, all references in this agreement to a "day" shall refer to calendar days.

10.7 Construction and Interpretation. This Agreement shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both VID and SOHO.


10.8 Integration and Amendment. This Agreement represents the entire understanding of VID and SOHO as to all matters contained herein. No prior oral or written understanding should be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by authorized representatives of both VID and SOHO.

10.9 Successors. Subject to the provisions of Paragraph 9.4 above, this Agreement, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, VID, SOHO, and their respective successors and assigns.

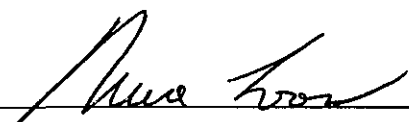
[signatures on following page]

IN WITNESS WHEREOF, the parties have executed and entered into to this Agreement as of the Effective Date set forth above.

VISTA IRRIGATION DISTRICT, a special governmental district in the State of California

By: 
Roy A. Coox, General Manager

SAVE OUR HERITAGE ORGANISATION, a California non-profit corporation

By: 
Printed Name: Bruce Coons
Title: Executive Director

By: _____
Printed Name: _____
Title: _____



STAFF REPORT

Agenda Item: 10

Board Meeting Date: April 19, 2017
Prepared By: Don Smith
Reviewed By: Brett Hodgkiss
Approved By: Eldon Boone

SUBJECT: STATE WATER RESOURCES CONTROL BOARD PROPOSED MERCURY POLICY

RECOMMENDATION: Receive information regarding the State Water Resources Control Board's proposed Mercury Policy.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: Unknown at this time.

SUMMARY: In January 2017, the State Water Resources Control Board (State Board) proposed to create three new beneficial uses¹ of water and establish water quality objectives for inland water bodies as part of its effort to control mercury in California water bodies (hereinafter the "Policy"). The three new proposed uses are Tribal Subsistence Fishing, Subsistence Fishing, and Tribal Tradition & Culture (defined below). The proposed water quality objectives are based on the concentration of methylmercury in fish tissue, and the objectives for a specific water body depend on the trophic level of the fish and the beneficial uses being protected.

The District, in concert with the San Diego County Water Authority (Water Authority), the Association of California Water Agencies (ACWA) and other California water interests, is seeking modifications and clarifications in the regulatory language to prevent potential adverse impacts on water production and development programs, including the District's operation of the local water system. Comments on the preliminary Policy proposal were due on February 17, 2017, and the letters submitted by the Water Authority and District are attached for reference. The proposed final Policy is scheduled to be released to the public no later than April 22, 2017, and the State Board has scheduled a public hearing on May 2 to consider adoption of the Policy.

DETAILED REPORT: The proposed definitions of the three new beneficial uses are as follows:

Tribal Subsistence Fishing: Uses of water involving the non-commercial catching or gathering of natural aquatic resources, including fish and shellfish, for consumption by individuals, households, or communities of California Native American Tribes to meet minimal needs for sustenance.

Subsistence Fishing: Uses of water involving the non-commercial catching or gathering of natural aquatic resources, including fish and shellfish, for consumption by individuals, households, or communities, to meet minimal needs for sustenance.

¹ Beneficial uses are "uses" of water that the Federal Clean Water Act ("CWA") was passed to protect (e.g. making waters "fishable" and "swimmable"), and they are at the heart of the CWA's regulatory scheme. All regulatory actions of Regional Boards are ultimately tied back to the protection of beneficial uses in state waters. Federally protected beneficial uses required by the CWA include, among other things, fishing, swimming, recreation, municipal water supply, navigation and agriculture. The three new beneficial uses currently proposed by the State Board are not required by the CWA, and they appear to be primarily promulgated under the State Board's state law authorities.

Tribal Tradition & Culture: Uses of water that support the cultural, spiritual, ceremonial, or traditional rights or lifeways of California Native American Tribes, including, but not limited to: navigation, ceremonies, or fishing, gathering, or consumption of natural aquatic resources, including fish, shellfish, vegetation, and materials.

The broad language of these proposed definitions have led to concerns that regulatory measures to protect these uses could adversely affect water agencies. Among the changes being sought are 1) clarification that before these uses are made part of a regional water quality control plan, the Regional Water Quality Control Board will prepare a “use attainability analysis” as required by the Federal Clean Water Act; and 2) modification to require that the uses being protected are “existing and established”.

As part of the Mercury Policy, the State Board has also proposed extremely stringent water quality limits for mercury that would “implement” the new proposed uses (as well as other existing beneficial uses). According to regulatory materials released by the State Board, Lake Henshaw currently exceeds the proposed regulatory levels for mercury, although the evidentiary basis for the State Board’s assertion is uncertain. There are no known sources of mercury that drain to Lake Henshaw, and the primary source of mercury in Lake Henshaw (and other southern California reservoirs) is believed to be aerial deposition of mercury released from the world-wide burning of fossil fuels, primarily coal. The consequences to the District and its partners in the San Luis Rey Indian Water Rights Settlement of regulatory measures that might ensue from the proposed mercury water quality objectives may affect the release and diversion of local water and/or fishing practices at Lake Henshaw.

Efforts by water agencies and private water users to obtain changes to the Policy are ongoing and may include meetings with high level staff and Board members of the State Board prior to the May 2 hearing.

ATTACHMENTS:

1. Water Authority Comment Letter
2. District Comment Letter



San Diego County Water Authority

4677 Overland Avenue • San Diego, California 92123-1233
(858) 522-6600 FAX (858) 522-6568 www.sdcwa.org

February 17, 2017

Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

MEMBER AGENCIES

- Carlsbad
Municipal Water District
- City of Del Mar
- City of Escondido
- City of National City
- City of Oceanside
- City of Poway
- City of San Diego
- Fallbrook
Public Utility District
- Helix Water District
- Lakeside Water District
- Olivenhain
Municipal Water District
- Otay Water District
- Padre Dam
Municipal Water District
- Camp Pendleton
Marine Corps Base
- Rainbow
Municipal Water District
- Ramona
Municipal Water District
- Rincon del Diablo
Municipal Water District
- San Dieguito Water District
- Santa Fe Irrigation District
- South Bay Irrigation District
- Vallecitos Water District
- Valley Center
Municipal Water District
- Vista Irrigation District
- Yuima
Municipal Water District

OTHER REPRESENTATIVE

- County of San Diego

RE: Comment Letter -- Beneficial Uses and Mercury Objectives

Dear Chair Marcus and Members of the Board:

Thank you for the opportunity to provide comments on the draft Staff Report (Staff Report) and Substitute Environmental Documentation (SED) for the proposed amendment to the State Water Resources Control Board's (Board) Water Quality Control Plan for Inland Surface Waters, Enclosed Bays and Estuaries of California, Tribal and Subsistence Fishing Beneficial Uses and Mercury Provisions (Provisions). A significant amount of staff effort has gone into development of the Staff Report, which includes a wealth of scientific information on the problem of bioaccumulation of mercury in fish. We acknowledge that this is an important public health issue that is complex, and presents substantial cross-jurisdictional challenges to developing a solution. This letter and the attached table include our comments.

The Water Authority is the wholesale water supplier in San Diego County, providing water to 3.2 million residents together with 24 member agencies through a mix of local and imported water supplies. We are very interested in this subject because there are 24 surface water reservoirs in San Diego County, which were designed to support the region's water supply needs by capturing storm water runoff and/or storing imported water. Many of the local reservoirs region were constructed in the late 1800s and early 1900s to provide water for the San Diego region and have reliably served the local agencies in the region since that time. Recently the Water Authority expanded raw water storage capacity and improved local conveyance through our Emergency Storage Project. The local reservoirs are operated to maximize the use of local supply, offset dry-year shortfalls, and maintain emergency and carryover storage. The Water Authority's member agencies manage most of the region's reservoirs, and in coordination with the member agencies, the Water Authority manages the imported conveyance system. We also coordinate reservoir operations with the city of San Diego to optimize the use of storage and manage a pumped storage project. The primary purpose of the region's reservoirs is to provide water supply infrastructure, including raw water conveyance and storage.

In addition to providing water supply benefits, the region's reservoirs provide wildlife habitat, most agencies also support recreational fishing as a secondary use, though in many instances they are not required to do so. Fishing is managed by the member agencies in coordination with the California Department of Fish and Wildlife (DFW). In the interest of protecting public health, where fish tissue sampling has indicated mercury concentrations in excess of OEHHA's recommended levels, most reservoir operators in the San Diego region have proactively posted OEHHA's fish consumption advisories, which are also included in the State's Sport Fishing regulations booklets.

A number of these local reservoirs have been identified by the State Water Board for inclusion in the proposed Statewide mercury TMDL for drinking water reservoirs (Reservoir Policy) based upon data that requires additional validation and listing under 303(d) of the Clean Water Act (CWA) prior to the TMDL development. The Staff Report (Section 1.6) indicates that the Reservoir Policy is currently under development, but it has not been included as part of this proposed Water Quality Control Plan Update. Based on our review of your Staff Report, the primary source of mercury to the reservoirs in San Diego County is global atmospheric deposition. The Water Authority and our member agencies do not cause or contribute to mercury pollution in our local reservoirs and do not have a responsibility nor the ability to clean up this contamination. However, in the interest of supporting local fisheries and public health protection, we are willing to collaborate with the State and Regional Water Boards to minimize mercury impacts to the extent that it is practical and feasible and does not interfere with our or member agency reservoir operations that are focused on water supply or water rights. Collaboration should focus in the areas of informing the public, improving air quality, working collaboratively on fisheries management, and participating in pilot studies that may result in better science and innovative solutions.

While the Staff Report and SED include important information on the proposed beneficial uses, sources of mercury, pathways for bioaccumulation of mercury, human and wildlife exposure, and public health impacts, there remain a significant number of data and information gaps in all of these areas that requires further research and pilot programs. Furthermore, as previously noted, the Board is in the process of developing a Reservoir Policy, which is currently undefined and has not been adequately addressed in the SED or the Staff Report. Indeed, in some places the Staff Report implies that the Reservoir Policy may be superseded by the Provisions and at the same time suggests that it will proceed as an independent program. The lack of available scientific information is resulting in the inability of the State Water Board to propose a realistic solution, and the development of extremely stringent mercury standards that are unlikely to be attainable. As a result, the proposed Provisions will result in a significant number of waterbodies that are listed as impaired with no real possibility of achieving water quality objectives (WQOs) while at the same time potentially creating avoidable conflicts over in-stream flows and who bears responsibility for "clean up" of impairment that no water agency played a role in creating. Moreover, our member agency and dischargers may face stringent and costly requirements which are not likely to result in a measurable reduction in fish tissue mercury concentrations. If requirements associated with the beneficial uses, WQOs, or impaired water body listings

interfere with the primary purpose and use of the reservoirs which is to supply a safe and reliable water supply, this may drive the water agencies to restrict public access to agency owned local reservoirs, eliminating important beneficial uses such as fishing.

We request that the State Board take a measured and phased approach to establishing and defining the WQOs for mercury, while taking a proactive approach that can meaningfully address the mercury problem, which includes the following:

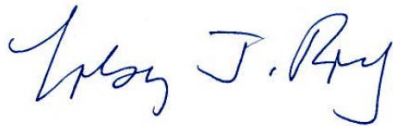
1. Adopt statewide narrative WQOs for tribal subsistence fishing and wildlife protection. Numeric WQOs should not be adopted until additional studies are conducted and site specific information is gathered. Both tribal subsistence fishing and subsistence fishing WQOs should be based on actual waterbody specific fishing patterns. For wildlife WQOs, additional bioaccumulation studies are needed to understand the relationship between water column concentrations and bioaccumulation in reservoirs, and mercury impacts to different wildlife species. Numeric WQOs could still be set locally by the Regional Water Boards based on site specific data.
2. Adopt a fish tissue methylmercury WQO of 0.3 mg/kg consistent with the EPA National Criterion with an intent to revisit that standard in five to ten years when more information is available. This WQO will protect both human health and wildlife.
3. Develop a comprehensive outreach plan to the public on fish consumption through collaboration with OEHHA, DFW, and reservoir owners and managers to ensure public health protection.
4. Incorporate mercury standards in discharge permits for the most significant contributors of mercury such as mines.
5. Collaborate with the California Air Resources Board to develop a proactive approach to reducing mercury contamination through air deposition.
6. Implement a research plan in collaboration with other state agencies, water suppliers and dischargers which includes pilot studies on mercury control approaches including but not limited to: fisheries management that minimizes the number of large sized trophic level 4 fish, reservoir management, beneficial construction and operation of wetlands, and minimization of further mercury pollution.
7. Provide additional objective criteria in the Provisions to guide the currently unrestricted designation actions of the Regional Boards with regard to future designation of beneficial uses and WQOs. Specifically, the Provisions should be

Jeanine Townsend
February 17, 2017
Page 4

amended to ensure the Board and future Regional Board designation decisions that:
(a) comply with Water Code Sections 13241, 13241 and 40 C.F.R., Section 131.3(e)
and (b) only designate new beneficial uses upon a showing that such uses currently
and actively exist in the watershed where the use is proposed.

Thank you for consideration of our comments. Please contact Lesley Dobalian with any
questions at (858) 522-6747.

Sincerely,

A handwritten signature in blue ink that reads "Toby J. Roy". The signature is written in a cursive style with a large initial 'T' and 'R'.

Toby Roy, Water Resources Manager

Sent via Electronic Mail to: commentletters@waterboards.ca.gov

Attachment: Table of Comments

San Diego County Water Authority
Comments on Proposed Mercury Provisions and Tribal and Subsistence Fishing Beneficial Uses

Topic	Issue or Concern	Comment
Beneficial Uses and WQOs	The Staff Report and Substitute Environmental Documentation (SED) does not provide an adequate analysis of potential impacts of adopting the proposed beneficial uses and water quality objectives (WQOs) on water rights and water supply. The tribal beneficial uses could potentially be based on any historical tribal use regardless of current conditions.	The SED should analyze potential direct and indirect impacts of designating the Tribal Tradition and Culture and Tribal Subsistence Fishing (T-SUB) beneficial uses on different waterbody types at a programmatic level. It should consider potential impacts to water supply and water rights that could result if historical practices are in a conflict with current water operations and infrastructure. It should also evaluate whether implementing the proposed WQOs will result in potential direct and indirect impacts to water supply and reservoir operations.
Tribal Subsistence Fishing WQO	The statewide numeric Tribal Subsistence Fishing WQO is based on fishing data primarily associated with tribes in northern California. The report used had limited data on tribal fishing patterns in southern California and no data from San Diego County.	Due to limited statewide data, the Tribal Subsistence Fishing WQO should be narrative rather than numeric, to support development of waterbody specific criteria based on actual fishing patterns. We support the statement contained in the SED on page 93 that states that EPA “strongly believes that States and authorized Tribes should develop criteria, on a site specific basis, that provide additional protection appropriate for highly exposed populations”. There is no evidence that the proposed numeric WQO is appropriate for San Diego, so it should not be established for statewide application.
Insignificant Discharge Exception	Water column thresholds are proposed to be implemented for municipal wastewater and industrial discharges. Provisions allow an exception for effluent limitations for insignificant discharges, at the discretion of the Regional Board.	Revise the SED to include examples of the types of discharges that may use this exception, such as for drinking water system discharges, non-potable recycled water use, potable reuse projects, and live stream discharges where there is no identified impairment.

San Diego County Water Authority
Comments on Proposed Mercury Provisions and Tribal and Subsistence Fishing Beneficial Uses

Topic	Issue or Concern	Comment
<p>Phased Approach and WQOs</p>	<p>The State Board's proposed Implementation Plan is unlikely to achieve the proposed WQOs, especially in reservoirs and lakes where the primary source of mercury is air deposition. The proposed mercury WQO for sport fishing of 0.2 mg/kg methylmercury in fish tissue will result in a significant increase in listings of impaired waterbodies with no reasonable ability to establish TMDLs to achieve this WQO in the foreseeable future. The EPA has established a National Criterion of 0.3 mg/kg to protect human health, which also provides wildlife protection.</p>	<p>WQOs should be established using a phased approach that relies on EPA's National Criterion of 0.3 mg/kg methylmercury. This approach will protect human health as well as wildlife.</p> <p>The SED identifies this option for establishing the sport fishing WQO to protect human health (Option 4 on page 96). The fish consumption rate associated with this criterion translates to a more readily achievable WQO and allows time for waterbody specific studies to establish accurate fish consumption patterns. The Regional Boards may adopt more stringent mercury WQOs for waterbodies if appropriate based on site specific data.</p> <p>A phased approach is also appropriate for the wildlife WQOs and Tribal Subsistence Fishing WQO, due to the considerable uncertainty associated with the proposed numeric WQOs. The EPA National Criterion will provide wildlife protection while studies are conducted to establish WQOs with more certainty. This option should be analyzed in the SED.</p> <p>The phased approach could also include a program to collaborate to reduce atmospheric deposition, reduce public health exposure and explore other pilot studies to reduce methylation or remove larger fish with higher mercury concentrations.</p>
<p>Nutrient Control</p>	<p>Higher nutrient loading to lakes and reservoirs increases anoxic conditions near the sediment-water interface that promotes mercury methylation and increases the potential for bioaccumulation in fish.</p>	<p>The SED should identify methods to control nutrient runoff from the watershed to reduce bioaccumulation. Reducing nutrient runoff from the watershed will also help prevent eutrophication.</p>

San Diego County Water Authority
Comments on Proposed Mercury Provisions and Tribal and Subsistence Fishing Beneficial Uses

Topic	Issue or Concern	Comment
Atmospheric Deposition	Global atmospheric deposition is the primary source of mercury in reservoirs in San Diego County. The proposed Implementation Plan will do little to address atmospheric deposition of mercury in reservoirs.	Implementation should include a commitment by the SWRCB to develop a plan to work with EPA and the California Air Resources Board to control mercury emissions from atmospheric deposition.
Public Health Exposure Reduction Program	The Staff Report does not provide a plan to protect public health through education and outreach.	Implementation should include a commitment by the SWRCB to work with the California Department of Fish and Wildlife, the Office of Health Hazard Assessment, and the Department of Public Health on a public health exposure reduction program. This program could also include the removal of larger fish with higher mercury concentrations from the waterbodies.
Constructed Wetlands	The proposed required design features to reduce methylation could be onerous for permitting wetlands. Constructed wetlands provide multiple benefits including treatment to improve water quality. Although the SED discusses the potential for wetlands to act as a sink for methylmercury, and for seasonal wetlands to general methylmercury, it provides minimal discussion on the potential benefits of constructed wetlands in removing mercury from the environment.	The Provisions should not create an unreasonable hurdle for permitting wetlands projects. The SED should include the benefits of constructed wetlands in improving water quality and removing mercury from the environment. The State Board should support and encourage additional research on the benefits of wetlands as it relates to methyl mercury and other toxic contaminants.
Dredging Projects	Dredging requirements could create an impediment to dredging reservoirs, which could be needed for management of water quality and reduced methylation in reservoirs.	The Provisions should not create an unreasonable hurdle for permitting dredging projects.
Reservoir Program	<p>The SED does not adequately address the proposed Reservoir Program because it has not been developed. The established WQOs have the potential to create future mandates associated with water supply reservoirs which are unknown at this time.</p> <p>Some of our member agencies have raised concerns about the age and validity of mercury data utilized for proposed</p>	<p>The SED is inadequate because it does not address impacts to reservoir operations and management that may result from any impaired waterbody listings or requirements intended to achieve WQOs. This information should be analyzed in the SED.</p> <p>The Provisions, and the SED should provide additional information on the future implementation of the Reservoir</p>

San Diego County Water Authority
Comments on Proposed Mercury Provisions and Tribal and Subsistence Fishing Beneficial Uses

Topic	Issue or Concern	Comment
	<p>impairment listings under the Board’s Reservoir Policy. Additionally, data used to make the proposed listings is from 2010 or earlier.</p> <p>Some of our member agencies are concerned that Regional Boards may, as part of Mercury Minimization Programs Imposed on Non-Point Sources of mercury pollution, seek to impose WDRs or WDR Waivers (as seemingly endorsed by Section IV.D.5 of the Provisions) by mandating costly BMPs that have the undesired effect of preventing runoff or tributary flows from entering a reservoir (thereby reducing local water supply).</p>	<p>Policy and whether the Reservoir Policy is superseded by the Provisions. Additionally, the Reservoir Policy (and/or the Provisions) should provide for a transparent and standardized policy for fish tissue sampling that ensures future 303(d) listings are premised upon current reservoir conditions.</p> <p>Under normal reservoir operations, we would like to be clear that reservoir operators are not dischargers. In addition, we ask that you revise the Provisions at Section IV.D.5 to clarify that the Regional Boards shall not impose requirements on dischargers that result in reduced flows into the reservoir or interfere with an agency’s water rights without the agreement of the water supplier.</p>
<p>In Stream Flow and Fish Quantity Requirements</p>	<p>Absent direction to the contrary in the Staff Report and/or the Provisions, the proposed new beneficial uses are likely to result in the development of flow and fish quantity WQOs with the potential to frustrate current operation of reservoirs for water supply and the exercise of long established water rights. See, Staff Report at p. 110 (“The State Water Board may develop a flow objective if the flow objective is necessary for the reasonable protection of a beneficial use.”)</p>	<p>The Provisions should clarify that new beneficial uses and objectives should be implemented in a manner as to provide the least amount of interference with exercise of existing water rights and performance of reservoir operations.</p>



1391 Engineer Street • Vista • California 92081-8840
Phone: (760) 597-3100 • Fax: (760) 598-8757
www.vidwater.org

Board of Directors

Marty Miller, *President*
Paul E. Dorey
Jo MacKenzie
Randy L. Reznicek
Richard L. Vásquez

Administrative Staff

Eldon L. Boone
General Manager / Treasurer
Brett L. Hodgkiss
Assistant General Manager
Lisa R. Soto
Board Secretary
Joel D. Kuperberg
General Counsel

February 17, 2017

The Honorable Felicia Marcus, Chair
And Members of the State Water
Resources Control Board
c/o Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

Re: Comment Letter – Beneficial

Dear Ms. Marcus and Members of the Board:

Thank you for the opportunity to comment on the State Water Resources Control Board (“Board”) Draft Staff Report, including the Substitute Environmental Documentation for Part 2 of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California – Tribal and Subsistence Fishing Beneficial Uses and Mercury Provisions, issued on January 3, 2017 (“Staff Report”), regarding the Board’s regulatory initiative to regulate mercury levels in California water-bodies (hereinafter “Mercury Policy”).

Vista Irrigation District (VID) writes to ask that the Board review and consider the attached comment letter and recommendation table (collectively “Letter”) prepared by the San Diego County Water Authority (“SDCWA”) on the Staff Report and Mercury Policy. The Letter incorporates input provided by VID and other SDCWA member agencies. VID requests that the Board make the revisions and clarifications requested in the Letter, which is attached hereto. VID hereby incorporates by reference into this comment letter, and asserts as if separately stated herein, all of the contents of the attached SDCWA Letter.

Again, thank you for the opportunity to comment.

Sincerely,

Eldon Boone
General Manager



STAFF REPORT

Board Meeting Date: April 19, 2017
Prepared By: Eldon Boone

SUBJECT: STATUS OF SAN LUIS REY INDIAN WATER RIGHTS SETTLEMENT IMPLEMENTATION

SUMMARY: Discuss issues relating to implementation of the San Luis Rey Indian Water Rights Settlement.

Outline of Settlement Issues

Complete:

- Settlement Agreement
- Implementing Agreement
- Office of Management and Budget Certification – Sec. 3605(b) of Water Infrastructure Improvements for the Nation Act
- Existing Indian and Federal Rights-of-Way for the Local Water System
- New Escondido-VID Agreement

Pending:

- Rights-of-Way for the San Pasqual Undergrounding Project
[Recordings not complete; modifications sent to Bureau of Indian Affairs on 2/13/17.]
- Final Disposition of US District Court Cases
[Filed procedural updates with court on 2/23/17; proposed judgement sent to Court on 3/1/17; waiting for Court to set hearing date.]
- FERC Conduit Exemption and License Surrender Order
[Conditional Order issued and can become a final order after US District Court issues judgment and approves settlement. Once the Final Order is issued, the Settlement and Implementing Agreements become effective.]
- Assignment of Forman Deeds
[Draft is being reviewed by Indian Bands. VID Board action required to assign right to enforce rights and interests granted under the Forman Deeds to the Indian Bands and/or the San Luis Rey Indian Water Authority.]



Agenda Item: 12

STAFF REPORT

Board Meeting Date: April 19, 2017
Prepared By: Eldon Boone

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: April 19, 2017
Prepared By: Lisa Soto
Approved By: Eldon Boone

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: April 19, 2017
Prepared By: Marian Schmidt
Approved By: Eldon Boone

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	Special District Leadership Academy Conference (CSDA) <i>April 23-26, 2017 – Embassy Suites, San Luis Obispo</i> <i>Registration deadline: 4/23/17</i>	
2	Headwaters Tour Field Trip (Water Education Foundation) <i>April 27-28, 2017 – Sacramento International Airport</i> <i>Reservation deadline: 4/27/17</i>	
3	Sexual Harassment Prevention Webinar (ACWA/JPIA) <i>May 2, 2017 – 1:00 p.m. – 3:00 p.m.</i> <i>Reservation deadline: None</i>	
4	ACWA Spring Conference <i>May 9-12, 2017 – Monterey Marriott and Portola Hotel, Monterey</i> <i>Registration deadline: 5/9/17</i>	MacKenzie (R,A,H) Dorey (R,A,H) Sanchez (R,A,H) Vásquez (R,H)
5 *	Council of Water Utilities Meeting <i>May 16, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 5/11/17</i>	
6	Special Districts Legislative Days (CSDA) <i>May 16-17, 2017 – The Grand Events Center, Sacramento</i> <i>Registration deadline: 5/5/17</i>	MacKenzie (R)
7 *	CSDA Quarterly Dinner Meeting <i>May 18, 2017 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 5/11/17</i>	MacKenzie Vásquez
8	Santa Ana River Watershed Conference (Water Education Foundation) <i>May 25, 2017 – Ontario Convention Center</i> <i>Registration deadline: 5/21/17</i>	Vásquez
9	Required Harassment Prevention for Staff/Board Webinar (CSDA) <i>June 6, 2017 – 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 5/26/17</i>	
10	Bay Delta Tour Field Trip (Water Education Foundation) <i>June 14-16, 2017 – Sacramento International Airport</i> <i>Reservation deadline: 5/31/17</i>	
11 *	Council of Water Utilities Meeting <i>June 20, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 6/15/17</i>	
12	California Water Summit (Infocast) <i>June 20-22, 2017 – Embassy Suites by Hilton Sacramento Riverfront Promenade</i> <i>Reservation deadline: 5/5/17</i>	
13	Law of the Colorado River (Water Law Institute) <i>June 22-23, 2017 – Caesars Palace, Las Vegas</i> <i>Registration deadline: None</i>	Vásquez (T)

14	Special District Leadership Academy Conference (CSDA) <i>July 9-12, 2017– Embassy Suites Napa Valley, Napa</i> <i>Registration deadline: 6/30/17</i>	
15 *	Council of Water Utilities Meeting <i>July 18, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 7/13/17</i>	
16	Water Reclamation and Reuse Conference (International Water Association) <i>July 23-27, 2017 – Long Beach</i> <i>Registration deadline: 7/10/17</i>	
17	How to Communicate Effectively Using Online Tools Webinar (CSDA) <i>July 27, 2017 – 10:00 a.m. – 11:00 a.m.</i> <i>Registration deadline: 7/24/17</i>	
18 *	Council of Water Utilities Meeting <i>Aug. 15, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 8/10/17</i>	
19	Urban Water Institute’s Annual Water Conference <i>Aug. 16-18, 2017 – Hilton San Diego Resort</i> <i>Registration deadline: 8/2/17</i>	
20 *	CSDA Quarterly Dinner Meeting <i>Aug. 17, 2017 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 8/10/17</i>	
21	Staying in Compliance: Understand Special District Laws (CSDA) <i>Aug. 24, 2017 – Oxnard Harbor District, Port Hueneme</i> <i>Registration deadline: 8/18/17</i>	
22	Legislative Round Up Webinar (CSDA) <i>Aug. 31, 2017 – 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 8/25/17</i>	MacKenzie (R)
23 *	Council of Water Utilities Meeting <i>Sept. 19, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 9/14/17</i>	
24	CSDA Annual Conference <i>Sept. 25-28, 2017 – Marriott and Monterey Conference Center, Monterey</i> <i>Registration deadline: 9/8/17</i>	
25	Groundwater Resources Annual Conference & Meeting <i>Oct. 3-4, 2017 – Hilton Arden West, Sacramento</i> <i>Registration deadline: TBD</i>	
26	Northern California Tour Field Trip (Water Education Foundation) <i>Oct. 11-13, 2017 – Sacramento International Airport</i> <i>Reservation deadline: 9/27/17</i>	
27 *	Council of Water Utilities Meeting <i>Oct. 17, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 10/12/17</i>	
28	San Joaquin River Restoration Tour Field Trip (Water Education Foundation) <i>Nov. 1-2, 2017 – Fresno</i> <i>Reservation deadline: 10/18/17</i>	
29	Required Ethics AB1234 Compliance Training Webinar (CSDA) <i>Nov. 8, 2017 – 10:00 a.m. – 12:00 p.m.</i> <i>Registration deadline: 10/27/17</i>	
30 *	CSDA Quarterly Dinner Meeting <i>Nov. 16, 2017 – 6:00-9:00 p.m. – The Butcher Shop Steakhouse, Kearny Mesa</i> <i>Reservation deadline: 11/9/17</i>	
31 *	Council of Water Utilities Meeting <i>Nov. 21, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 11/16/17</i>	

32	ACWA Fall Conference <i>Nov. 28-Dec. 1, 2017 – Anaheim Marriott Hotel</i> <i>Registration deadline: TBD</i>	
33 *	Council of Water Utilities Meeting <i>Dec. 19, 2017 – 7:15 a.m., Stoneridge Country Club, Poway</i> <i>Reservation deadline: 12/14/17</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:

A=Airline; **R**=Registration; **C**=Car; **H**=Hotel; **T**=Tentative



Agenda Item: 14

STAFF REPORT

Board Meeting Date: April 19, 2017
Prepared By: Lisa Soto

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:

- Warner-Carrillo Ranch House operating agreement
- Grazing licenses on Warner Ranch
- Puerta La Cruz Conservation Camp lease
- Groundwater Assessment proposals
- Appraisal of property on Pipeline Drive



Agenda Item: 15

STAFF REPORT

Board Meeting Date: April 19, 2017
Prepared By: Lisa Soto

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.



Agenda Item: 16

STAFF REPORT

Board Meeting Date: April 19, 2017
Prepared By: Eldon Boone

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: April 19, 2017
Prepared By: Eldon Boone

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: April 19, 2017
Prepared By: Eldon Boone

SUBJECT: CLOSED SESSION: LABOR NEGOTIATIONS

SUMMARY: Conference with labor negotiators pursuant to Government Code section 54957.6(a). Agency negotiators: Brett Hodgkiss, Phil Zamora and Frank Wolinski.

General Manager Approved Contracts Under \$50,000 and Change Orders Under 10%

January 1, 2017 through March 31, 2017

<i>Start Date</i>	<i>Contractor</i>	<i>Project Description</i>	<i>Type</i>	<i>Project Manager</i>	<i>Amount</i>
1/1/2017	Basic Pacific	Third party administrator FSA/Cobra	Contract	Sherry Thorpe	\$5,700.00
1/1/2017	Roto Rooter Plumbing and Restoration	Misc. plumbing and drain repairs	Contract	Don Gordon	\$4,500.00
1/11/2017	BHA	Surveying and mapping services	Contract	Al Ducusin	\$10,250.00
1/17/2017	Source Graphics	OCE Colorwave 650 Plotter support	Contract	Brian Fisher	\$3,962.00
1/30/2017	Miramar Truck Center	Misc. repairs and parts for District fleet	Contract	Don Gordon	\$24,000.00
2/8/2017	Ewing Irrigation Products	Pesticide handler training	Contract	Sherry Thorpe	\$2,500.00
2/14/2017	Servpro of N. Vista/San Marcos	Restoration services for damage	Contract	Sherry Thorpe	\$45,000.00
3/1/2017	Findlay Engineering	Dam inspection services	Contract	Don Smith	\$41,000.00
3/1/2017	Rick Post Welding and Hot Tapping	Welding and hot tapping	Contract	Frank Wolinski	\$4,850.00
3/20/2017	Joe's Paving Company	Road repair services-Suemark Terrace	Contract	Frank Wolinski	\$10,721.00
3/22/2017	A-1 concrete Pumping	Concrete pumping	Contract	Don Smith	\$2,500.00

**LIABILITY CLAIMS REPORT – OPEN CLAIMS
AS OF MARCH 31, 2017**

Date Of Incident	Date Claim Form Rec'vd	Name	Location	Description	Amount Of Claim
12/17/16	12/23/16	Seth & Jen Gray	2126 Buena Creek Road.	A 6" A/C main failed causing damage to home.	\$2,334.00

**LIABILITY CLAIMS REPORT – CLOSED CLAIMS
AS OF MARCH 31, 2017**

Date Of Incident	Date Claim Form Rec'vd	Name	Location	Description	Amount of Claim	Amount Paid	Date Closed
11/14/12	9/21/16	Mark Theida	2240 Bella Vista Dr.	Claimant alleges that VID severed their sewer lateral when it replaced a main line in November 2012 causing it to back up on or about July 2016. Staff met with the Theida's and successfully negotiated a settlement.	\$16,601.44	\$11,671.44	1/26/17
12/16/16	1/30/17	Wayne & Linda Green	532 Wildhorse Lane.	An 8" wrapped steel line failed causing damage to a small retaining wall.	\$3,600.00	\$3,600.00	3/15/17

Quarterly Travel Report

First Quarter 2017

<i>Employee</i>	<i>Description</i>	<i>From</i>	<i>To</i>	<i>Days</i>	<i>Location</i>	<i>Purpose</i>
	None to report	1/1/2017	3/31/2017			

Quarterly Travel Report

Second Quarter Projected 2017

<i>Employee</i>	<i>Description</i>	<i>From</i>	<i>To</i>	<i>Days</i>	<i>Location</i>	<i>Purpose</i>	
Eldon	Boone	California Water Policy 26: Upstream, Downstream, We All Scream	4/6/2017	4/7/2017	2	San Diego	To keep abreast of statewide water industry issues.
Randy	Whitmann	Supervisory Skills for the Public Sector	4/11/2017	4/11/2017	1	In-house	To further supervisory skills.
Manuel	Macias	Supervisory Skills for the Public Sector	4/11/2017	4/11/2017	1	In-house	To further supervisory skills.
Frank	Wolinski	CA-NV AWWA Spring Conference	4/11/2017	4/13/2017	3	Anaheim	To keep abreast of water industry issues and learn about new technologies.
Donald	Gordon	CA-NV AWWA Spring Conference	4/11/2017	4/13/2017	3	Anaheim	To keep abreast of water industry issues and learn about new technologies.
Ben	Parks	Advanced Water Quality/Disinfection Review	5/5/2017	5/5/2017	1	San Marcos	To prepare for Lab Analyst certification exam.
Eldon	Boone	ACWA Spring Conference	5/7/2017	5/12/2017	5	Monterey	To keep abreast of statewide water industry issues.
Brett	Hodgkiss	ACWA Spring Conference	5/9/2017	5/12/2017	3	Monterey	To keep abreast of statewide water industry issues.
Randy	Whitmann	ACWA Spring Conference	5/10/2017	5/12/2017	3	Monterey	To keep abreast of statewide water industry issues.
Sherry	Thorpe	Workers' Compensation & Leadership Conference	5/18/2017	5/18/2017	1	Carlsbad	To keep abreast of changes in workers' compensation law.
Phil	Zamora	Workers' Compensation & Leadership Conference	5/18/2017	5/18/2017	1	Carlsbad	To keep abreast of changes in workers' compensation law.