

# Agenda

## Special Meeting of the Board of Directors of Yuima Municipal Water District

Thursday, August 2, 2018 3:00 P.M.  
34928 Valley Center Road, Pauma Valley, California

Bill Knutson, President  
Ron W. Watkins, Vice President  
Don Broomell, Secretary, Treasurer

Laney Villalobos, Director  
Roland Simpson, Director

### AGENDA TOPICS

- 3:00-3:05 p.m.
1. **Roll Call** - Determination of Quorum Broomell
  2. **Pledge of Allegiance**
  3. **Approval of Agenda** – At its option, the Board may approve the agenda, delete an item, reorder items and add an item to the agenda per the provisions of Government Code §54954.2. Knutson
  4. **Public Comment** – This is an opportunity for members of the public to address the Board on matters of interest within the Board’s jurisdiction that are not listed on the agenda. The Brown Act does not allow any discussion by the Board or staff on matters raised during public comment except; 1) to briefly respond to statements made or questions posed; 2) ask questions for clarification; 3) receive and file the matter; 4) if it is within staff’s authority, refer it to them for a reply; or 5) direct that it be placed on a future board agenda for a report or action. Inquiries pertaining to an item on the agenda will be received during deliberation on that agenda item. No action can be taken unless specifically listed on the agenda (Government Code §54954.3) Knutson

#### I. **ACTION DISCUSSION**

- 3:05-3:30 pm
1. Proposed Resolution to approve a Letter of Agreement for a Temporary Emergency Intertie with the Rincon Band of Luiseno Indians. Williamson  
  
*Background:* Due to the recent historic temperatures, continuing above average temperatures and overall increase of demand for water the District seeks to obtain a temporary emergency intertie with the Rincon Band of Luiseno Indians through October 2018.  
  
Recommendation: That, should the Board agree, they adopt the Proposed Resolution.

#### III. **ADJOURNMENT**

*NOTE: In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting, please contact the General Manager at (760) 742-3704 at least 48 hours before the meeting to enable the District to make reasonable accommodations. The meeting begins at 2:00 p.m. The time listed for individual agenda items is an estimate only. Any writings or documents provided to a majority of the members of the Yuima Municipal Water District Board of Directors regarding any item on this agenda will be made available for public inspection during normal business hours in the office of the General Manager located at 34928 Valley Center Road, Pauma Valley.*

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
YUIMA MUNICIPAL WATER DISTRICT  
TO APPROVE A LETTER AGREEMENT REGARDING  
A TEMPORARY EMERGENCY INTERCONNECTION TO  
YUIMA MUNICIPAL WATER DISTRICT'S WATER SYSTEM WITH THE  
RINCON BAND OF LUISENO INDIANS**

WHEREAS, the Yuima Municipal Water District has an emergent need for supplemental water supply that Tribe is willing to provide; and

WHEREAS, although no actual physical connections exists between the Yuima MWD and Rincon Band of Luiseno Indians, the Yuima and Rincon Band of Luiseno Indians desire to identify this potential emergency connection through agreement attached hereto;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager be authorized to execute the attached Agreement.

PASSED AND ADOPTED at a special meeting of the Board of Directors of YUIMA MUNICIPAL WATER DISTRICT held August 2, 2018 by the following roll-call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
W. D. Knutson, President

ATTEST:

\_\_\_\_\_  
Don Broomell, Secretary/Treasurer



**Board of Directors**  
W.D. "Bill" Knutson - President  
Ron W. Watkins - Vice President  
Don Broomell - Secretary/Treasurer  
Roland Simpson - Director  
Laney Villalobos - Director

**General Manager**  
Richard S. Williamson, P.E.

**General Counsel**  
Allison E. Burns

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Denise Turner Walsh  
Attorney General  
Rincon San Luiseno Band of Mission Indians  
1 West Tribal Road  
Valley Center, California 92082

*Re: Letter Agreement Regarding Interconnection to  
Yuima Municipal Water District's Water System*

Dear Attorney General Walsh:

This letter agreement ("Agreement") sets forth the terms and conditions upon which the Rincon San Luiseno Band of Mission Indians, a federally recognized and sovereign Indian tribe ("Tribe"), agrees to allow the Yuima Municipal Water District, a municipal water district organized and operating pursuant to the Municipal Water District Law of 1911 (Cal. Water Code § 71000 *et seq.*) ("District"), to interconnect District's water system to Tribe's water system. District and Tribe are sometimes referred to individually as "Party" and collectively as "Parties".

**1. Purpose of Agreement.** District has an emergent need for supplemental water supply that Tribe is willing to provide. Subject to the terms and conditions of this Agreement, Tribe agrees to (a) allow District to interconnect District's water system to Tribe's water system, and (b) provide District with temporary supplemental emergency water supply.

**2. Term.** The term of this Agreement shall commence upon the date this Agreement is countersigned by Tribe and, unless terminated earlier as provided herein, shall expire at 11:59 p.m. on October 31, 2018 (the "Term").

**3. Tribe's Water Delivery to District.** Tribe agrees to and shall deliver to District such quantity of water as District may require in order to adequately supplement its then existing water supply. As of the date of this Agreement, District estimates its water requirement from Tribe will necessitate a flow rate of approximately one thousand gallons per minute (1,000 GPM); however, the Parties understand and acknowledge that this is merely District's best estimate and the precise amount of District's actual requirement may be more or less. District and Tribe agree to communicate and coordinate with each other during the Term of this Agreement as necessary in order to facilitate District's installation of Interconnection Improvements (as defined in Section 5) and, thereafter, Tribe's delivery of water to District. Notwithstanding any provision of this Agreement, Tribe's obligation to deliver water to District is subject to the following conditions: (a) District's request for a water delivery; and (b) Tribe's determination that it possesses a sufficient water supply to fulfill District's delivery request without jeopardizing the health, safety or welfare of Tribe or any of its members.

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**4. District's Payment to Tribe.** District agrees to and shall pay Tribe for water actually delivered at a rate of Nine Hundred Dollars (\$900.00) per acre-foot. Within thirty (30) days of the expiration of this Agreement, Tribe shall invoice District for water actually delivered to District under this Agreement. The amount of water actually delivered to District pursuant to this Agreement shall be determined by a meter installed as part of the Interconnection Improvements. District shall remit payment on Tribe's invoice within thirty (30) days of District's receipt of the invoice. Notwithstanding the foregoing, Tribe may, in its discretion, elect to invoice District on any schedule it chooses, subject to the following limitations: (a) Tribe shall first provide District with thirty (30) days written notice of any such election; (b) Tribe shall not invoice District more frequently than once during any thirty (30) day period; and (c) regardless of Tribe's invoicing schedule, District shall always have at least thirty (30) days to remit payment on any particular invoice.

**5. Interconnection Improvements; Interconnection Points.** District, at its sole cost and expense, shall install or cause to be installed all infrastructure necessary to interconnect District's and Tribe's water systems ("Interconnection Improvements"). The Interconnection Improvements shall connect to District's water system at the low pressure line located at the Northeast corner of District's service area and to Tribe's water system at the storage tanks located at the Southwest corner of Tribe's territory, or at such other location(s) as determined by mutual agreement of the Parties. The precise route of the Interconnection Improvements between each interconnection point, the precise appurtenances needed to interconnect to Tribe's storage tanks and the meter that will measure the amount of water delivered to District shall all be subject to Tribe's review and approval.

**6. Interconnection Costs and Approvals.** District shall be solely responsible for the cost of installing, using, maintaining, repairing and removing the Interconnection Improvements. Under no circumstances shall this Agreement require Tribe to incur or pay any costs related to the installation, use, maintenance, repair or removal of the Interconnection Improvements. Additionally, District shall be solely responsible for obtaining any and all governmental approvals needed to install, operate and/or remove the Interconnection Improvements, including the payment of any fees or costs related thereto.

**7. Indemnification.** District agrees to indemnify, defend and hold Tribe, including its elected officials, employees, agents and representatives, harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) of any kind or nature which arise or in any way relate to District's installation, use, maintenance, repair or removal of the Interconnection Improvements, except to the extent caused by the willful misconduct of Tribe. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

**8. Revocability and Termination.** Tribe shall have the right to terminate this Agreement in the event of District's material breach, immediately upon written notice to District. In any event, this Agreement, and all other rights granted to District herein, shall terminate, without notice and without any further action, at the end of the Term.

**9. Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received and personally delivered; when transmitted, if transmitted by telecopy, electronic or digital transmission method; the day after it is sent, if sent or next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified registered mail, return receipt requested. In each case, notice shall be sent to:

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If to District: Yuima Municipal Water District  
P.O. Box 177  
Pauma Valley, California  
Attn: Richard S. Williamson, General Manager

If to Tribe: Rincon San Luiseno Band of Mission Indians  
1 West Tribal Road  
Valley Center, California 92082  
Attn: Denise Turner Walsh, Attorney General

**10. Compliance with Laws.** District's installation, use, maintenance, repair and removal of the Interconnection Improvements shall be in accordance with any and all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees of Tribe, the United States, the State of California, the County of San Diego and of any other political subdivision, agency or instrumentality exercising jurisdiction over District and/or the Interconnection Improvements.

**11. Insurance.** Prior and as a condition precedent to commencing installation of the Interconnection Improvements, District shall add Tribe as an additional insured to District's existing general liability insurance policy. Such policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice (ten (10) days written notice for non-payment) by Certified Mail, return receipt requested to Tribe. District shall furnish a certificate of liability insurance to Tribe.

**12. Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by District and Tribe.

**13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**14. Binding upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

**15. Assignment.** Neither Party may sell, assign, sublease, or otherwise transfer this Agreement or any right herein, either in whole or in part, without prior written approval of the other Party.

**16. Entire Agreement.** This Agreement and its exhibits, if any, constitute the entire agreement between the Parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

**17. Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

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**18. Authority.** Each individual executing this Agreement warrants that such individual has authority to act on behalf of the entity for which individual signs and that authority includes the right to bind that entity to each of the terms and conditions set forth herein.

Very truly yours,

YUIMA MUNICIPAL WATER DISTRICT

By:

\_\_\_\_\_  
Richard S. Williamson  
General Manager

**AGREED AND ACCEPTED:**

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

RINCON SAN LUISENO BAND OF MISSION INDIANS

By:

\_\_\_\_\_  
Denise Turner Walsh  
Attorney General