

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

**1) Parties**

- a) Local Entities
  - i) Pauma Valley Community Services District
  - ii) Upper San Luis Rey Resource Conservation District
  - iii) Yuima Municipal Water District
  - iv) Mootamai Municipal Water District
  - v) Pauma Municipal Water District
  - vi) Upper San Luis Rey Resource Conservation District
  - vii) San Luis Rey Municipal Water District
  - viii) Valley Center Municipal Water District
  - ix) Rainbow Municipal Water District
- b) Tribal Entity
  - i) San Luis Rey Indian Water Authority

**2) Purpose**

In furtherance of the terms of that certain Memorandum of Understanding by and among certain of the Parties to wit, Pauma Valley Community Services District, Yuima Municipal Water District, County of San Diego and Upper San Luis Rey Resource Conservation District dated, June 27, 2017, the Parties desire to:

- a) Set parameters for the selection, direction and compensation of a Consultant to compile and analyze data necessary to develop a single Groundwater Sustainability Plan for the USLR Subbasin in compliance with SGMA and its implementing regulations.
- b) Establish a Technical Team and an Executive Team to provide for effective use of available Grant Funding, enable technical transparency, and provide technical and program management oversight of the work of the Consultant(s).
- c) Maximize use of the Grant Funds to pay Consultant Costs.

**3) Definitions**

- a) "Consultant" means the consultant(s) selected and retained by Yuima with the consent of the Technical Team and the Executive Team on behalf of the Parties to perform the Study contemplated herein.
- b) "Consultant Costs" means all fees, costs and/or other charges paid to Consultant for preparation of the Study.
- c) "Consensus" as used in this MOU shall mean the concurrence of each Party of the Executive Team and of the Technical Team, as the case may be, on any given decision.
- d) "County" refers to the County of San Diego.
- e) "County Board" refers to the San Diego County Board of Supervisors, the County's governing body.
- f) "DWR" refers to the California Department of Water Resources.
- g) "Executive Team" refers to the working group created in Section 4 herein.

- h) "Governing Body" means the decision making body of each Party.
- i) "Groundwater Sustainability Plan" or "Plan" is the basin groundwater sustainability plan for the SLR Basin that the Parties to this MOU are seeking to develop pursuant to SGMA.
- j) "GSA" means Groundwater Sustainability Agency under SGMA.
- k) "Grant Funds" or "Grant Funding" refers to the grant awards from (i) the State of California Department of Water Resources through San Diego County Water Authority IRWM Disadvantaged Community Involvement Grant Program to Yuima for Project No. 4-80057 in the amount of \$800,000 and (ii) the State of California Department of Water Resources Sustainable Groundwater Program to Yuima for Project No. 3 San Luis Rey Groundwater Sustainability Plan in the amount of \$500,000, for a total of \$1,300,000.
- l) "Local Entity Party" refers to each of Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, Mootamai Municipal Water District, Upper San Luis Rey Resource Conservation District, Pauma Municipal Water District, Yuima Municipal Water District, San Luis Rey Municipal Water District, Valley Center Municipal Water District, and/or Rainbow Municipal Water District (collectively, "Local Entity Parties").
- m) "Local Entity Party Costs" means those costs to be paid by the Local Entity Parties in accordance with the Local Entity Allocations.
- n) "Local Entity Allocations" refers to the percentage share of all Local Entity Party Costs to be paid by each of the Local Entity Parties, as follows:
  - i) Pauma Valley Community Services District:                   \_\_\_%
  - ii) Upper San Luis Rey Resource Conservation District   \_\_\_%
  - iii) Mootamai Municipal Water District                   \_\_\_%
  - iv) Upper San Luis Rey Resource Conservation District   \_\_\_%
  - v) Pauma Municipal Water District                       \_\_\_%
  - vi) Yuima Municipal Water District                       \_\_\_%
  - vii) San Luis Rey Municipal Water District               \_\_\_%
  - viii) Valley Center Municipal Water District           \_\_\_%
  - ix) Rainbow Municipal Water District                   \_\_\_%
- o) "Local Share" means the difference between the total cost of the Study and the Grant Funds received for the conduct of the Study.
- p) "Memorandum of Understanding" or "MOU" refers to this agreement.
- q) "Mootamai MWD" refers to the Mootamai Municipal Water District.
- r) "MOU" refers to this Memorandum of Understanding.
- s) "Party" refers to each of the Pauma Valley Community Services District, Upper San Luis Rey Resource Conservation District, Yuima Municipal Water District, San Luis Rey Municipal Water District, Valley Center Municipal Water District, Rainbow Municipal

- Water District, and/or San Luis Rey Indian Water Authority (collectively “Parties”).
- t) “Pauma MWD” refers to the Pauma Municipal Water District.
  - u) “Pauma Valley CSD” refers to the Pauma Valley Community Services District.
  - v) “Plan Schedule” includes all the major tasks necessary to complete the Plan and the date scheduled for completion.
  - w) “Rainbow MWD” refers to the Rainbow Municipal Water District.
  - x) “SGMA” refers to the Sustainable Groundwater Management Act, Water Code Section 10720 *et seq.*, and any amendments thereto.
  - y) “State” means the State of California.
  - z) “Study” means the study of the San Luis Rey Valley Groundwater Basin to be prepared by the Consultant in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference, funded by the Parties in accordance herewith, together with any and all ancillary actions arising out of or relating to the defense thereof.
  - aa) “SWRCB” refers to the State Water Resources Control Board.
  - bb) “Task Orders” shall be the individual tasks to be undertaken by the Consultant under its contract(s) with Yuima.
  - cc) “Technical Team” means the group comprised of one technical representative designated by the Executive Officer of each of San Luis Rey Indian Water Authority, Pauma Valley Community Services District; Rainbow Municipal Water District; Valley Center Municipal Water District; and Yuima Municipal Water District.
  - dd) “Tribe Party Costs” means those costs to be paid by the San Luis Rey Indian Water Authority.
  - ee) “USLR Subbasin” means the Upper San Luis Rey Valley Groundwater Subbasin identified as that portion of Basin 9-007 in Bulletin 118 (2016) east of the dividing line located at the east line of Range 3 West, San Bernardino Meridian.
  - ff) “USLRRCD” refers to the Upper San Luis Rey Resource Conservation District.
  - gg) “Work Group” refers to that group of individuals comprised of the staff members, attorneys and/or consultants as each Party may select from time to time to represent it with regard to this MOU.
  - hh) “Yuima” refers to the Yuima Municipal Water District.
- 4) The Executive Team will work on Consultant selection and overall direction of the Consultant’s efforts. In so doing, the Executive Team shall act on behalf of and in the best interest of all Parties.
- a) The Executive Team shall be responsible for providing Yuima with professional advice related to monitoring of performance of all Task Orders awarded to the Contractor, particularly with regard to schedule performance, compliance with the scope of the Task Order deliverables, and cost controls.
  - b) The Executive Team shall consist of members from each of the following Parties: San Luis Rey Indian Water Authority, Yuima Municipal Water District, Pauma Valley Community

Services District, and Pauma Municipal Water District. Each of these Parties shall appoint two members, at least one of which must be from within the Party's organization (board or staff), to the Executive Team. The Members shall have authority from the appointing Party's Governing Body to act on behalf of that Party. The members should be knowledgeable about SGMA and/or groundwater management in the San Luis Rey Valley Groundwater Basin. The members so nominated shall determine among themselves a chair of the Executive Team.

- c) Each Executive Team member shall serve at the pleasure of the appointing Party, and may be removed from the Executive Team by the appointing Party at any time.
  - d) Each Executive Team member's compensation for service on the Executive Team, if any, will be the responsibility of the appointing Party.
  - e) The Executive Team will meet periodically as needed to carry out the activities described herein.
  - f) A representative of Yuima shall coordinate meetings and proceedings of the Executive Team and shall invite such representative of the County as its Planning Director may designate from time to time to attend all such meetings.
  - g) Each member of the Executive Team shall be responsible for keeping his/her respective management and governing board informed of the progress on the Study and for obtaining any necessary approvals from management/governing board in its participation in the Study process.
  - h) The Executive Team shall use Consensus decision making, meaning that all parties can at least live with the decision outcome, regarding selection and direction of the Consultant.
- 5) Selection of Consultant
- a) With the Consensus of the Technical Team as to the technical parameters set forth in the Request for Qualifications, Yuima shall issue a Request for Qualifications for the preparation of the Study.
    - i) Yuima shall distribute the Request for Qualifications to not less than 5 consulting companies recommended by the Technical Team and advertise the same in the Daily Business Journal, [caleprocure.ca.gov](http://caleprocure.ca.gov) and Brown and Caldwell's Waternews.
  - b) Upon receipt of responses to the Request for Qualifications, Yuima shall distribute all responses to the Executive Team and the Technical Team.
  - c) The Technical Team shall evaluate the responses and rank them in accordance with the criteria and procedures set forth in the attached Exhibit B:
  - d) The Executive Team and Technical Team shall, based on the criteria set forth in Exhibit B, reach Consensus as to the selection of the Consultant.
  - e) Yuima shall negotiate a contract with the Consultant to complete all tasks necessary to complete the Study. The contract shall include a provision requiring the Consultant to indemnify the Parties.
  - f) After negotiating with the Consultant, Yuima shall return the draft contract to the Executive Team for discussion and to seek to obtain full agreement or Consensus regarding the contract terms.

6) Direction of Consultant

- a) Yuima will consult with the Executive Team regarding direction and Task Orders to be given to the Consultant.
- b) All direction to Consultant shall be provided directly from Yuima to Consultant in accordance with the direction of the Executive Team.
- c) All changes to the scope of the Study or Task Orders shall be approved by Consensus.
- d) Changes to the cost of the Study in excess of ten percent (10%) over the contract amount shall be approved by Consensus.

7) Compensation of Consultant

- a) The Parties estimate the Study will cost approximately \$600,000 to complete.
- b) Grant Funds total \$1,289,900.
- c) Local Share totals approximately \$300,000 and shall be paid by the Parties as follows:
  - i) 50% of the Local Share (approximately \$150,000) shall constitute Local Entity Costs and shall be paid by the Local Entity Parties in accordance with the Local Entity Allocations.
  - ii) 50% of the Local Share (approximately \$150,000) shall constitute Tribe Party Costs.
- d) To the extent the Study costs exceed the \$600,000 estimate, such costs will be allocated 50% as Tribe Party Costs and 50% as Local Entity Costs paid in accordance with the Local Entity Allocations. Provided, however, that Yuima shall, with the concurrence of the Executive Team, apply for other available, SGMA-applicable grant funding and utilize any further grant funds received to offset the Tribe Party Costs and Local Entity Costs.
- e) At the time Yuima issues the Request for Qualifications, Yuima shall establish a trust account ("Trust Account") into which each Party shall deposit two times its respective portion of the Local Share pursuant to paragraph 7(c), above (the "Party Deposits"). After each Party has made its respective Party Deposit, Yuima shall issue a Notice to Proceed to the selected Consultant.
- f) Yuima shall make periodic payments to the Consultant from the Party Deposits and promptly process requests for reimbursement from the Grant Funds.
- g) If, at any time, the total balance of Party Deposits falls below \$100,000, the Parties shall make such additional deposits as may be determined by the Executive Team to be necessary, which amounts shall be allocated 50% as Tribe Party Costs and 50% as Local Entity Costs paid in accordance with the Local Entity Allocations. Additional deposits due pursuant to the preceding sentence shall be paid by each Party within thirty (30) days of written notice of Executive Team determination.
- h) On the six-month anniversary of the first Party Deposit into the Trust Account and on each six-month anniversary thereafter, the Executive Team shall examine the balance of funds on deposit in the Trust Account to determine if a refund to the Parties of excess funds is necessary or appropriate. If and to the extent the Executive Team shall determine a refund is appropriate, all refunds shall be allocated to the Parties on a *pro*

*rata* basis per the Parties' respective deposits pursuant to Section 7(c), above.

- i) Yuima is to be reimbursed for its actual administrative costs in administering the Consultant Contract and Grant agreements to compensate Yuima for its additional out of pocket expenses reasonably incurred, as approved by the Executive Team, not to exceed 10% of the Consultant contract amount.

8) Data Collection and Transmission

- a) The Parties acknowledge that to prepare the Study, Consultant will require data from the Parties, as well as their respective landowners and water users, and the Parties commit to use their best efforts to obtain such data.
- b) Each Party shall provide all data pertaining to the Study in its possession or control directly to the Consultant, marked "Confidential pursuant to Government Code Section 6254(e)."
- c) The Parties shall take all reasonably practicable steps to protect the confidentiality of all data provided to the Consultant.
  - i) In the event any third party files suit seeking to discover all or any portion of the data provided to the Consultant, the costs to defend such lawsuit(s) shall constitute a project cost to be paid (i) first from Grant Funds as and to the extent permitted by the applicable grant agreements and (ii) second by the Parties allocated 50% as Tribe Party Costs and 50% as Local Entity Costs paid in accordance with the Local Entity Allocations.

9) Grant Funds

- a) Yuima shall work with DWR to ensure that all Grant Funds are available for payment of all Consultant Costs.

10) Each Party will be responsible to pay any expert(s)/consultant(s) it may elect to hire to assist it with regard to preparation of the Study.

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

Pauma Valley Community Services District

Upper San Luis Rey Resource Conservation District

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

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

Yuima Municipal Water District

Mootamai Municipal Water District

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Pauma Municipal Water District**

**Upper San Luis Rey Resource Conservation District**

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

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

**San Luis Rey Municipal Water District**

**Valley Center Municipal Water District**

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

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

**Rainbow Municipal Water District**

**San Luis Rey Indian Water Authority**

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

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

#### **Task 1 Existing Data Compilation**

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

*Deliverable:*

- *Consultant shall provide a digital library of data, catalogued with a reference summary and table of contents. Data will be provided in excel file format, and also GIS file format.*

#### **Task 2 Existing Data Assessment**

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

*Deliverable:*

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

#### **Task 3 Develop Monitoring Program**

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

*Deliverable:*

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



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

Consultant shall conduct quarterly water level monitoring of up to 40 wells in the groundwater monitoring network in the Pauma and Pala Subbasins. A minimum of four rounds of monitoring to be provided per contract year. *[Note to Draft: will the parties submit this information or will the Consultant be tasked with performing this work?]*

##### Deliverable:

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

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

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

##### Deliverables:

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

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

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

##### Deliverables:

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

## EXHIBIT B

### RFQ Selection Criteria

#### **CONSULTANT SELECTION PROCESS**

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

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

#### **EVALUATION CRITERIA**

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

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

The Technical Team shall establish by majority vote the relative weight given to each criteria.