San Diego County
Local Agency Formation Commission
Regional Service Planning | Subdivision of the State of California

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AGENDA REPORT
Public Hearing | Action

December 1, 2025

TO: Chair Whitburn and Commissioners

FROM: Keene Simonds, Executive Officer
Meghan Traynor, Analyst I

SUBJECT: **Proposed "Barona Band of Mission Indians Out-of-Agency Potable Water Services" | Out-of-Agency Potable Water Agreement between the Ramona Municipal Water District, San Diego County Water Authority, and Metropolitan Water District of Southern California (OAS25-16)**

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider a request from the Ramona Municipal Water District (MWD) on behalf of the Barona Band of Mission Indians (Barona) to approve new out-of-agency potable water service. The request also involves concurrent authorizations involving the two wholesale service providers - San Diego County Water Authority (CWA) and the Metropolitan Water District of Southern California (MET). The affected territory lies immediately adjacent to Ramona MWD and spans 1,784 acres – or just over 25% of the Barona Indian Reservation. The area consists of 24 parcels presently developed with 282 homes and approximately 14 business and community entities – including the Barona Resort and Casino. The estimated population is 514. LAFCO approval would facilitate a new pipeline conveying potable water to Barona, with a separate recycled-water out-of-agency request anticipated in a future application. As detailed, applicable statutes enable Ramona MWD to request LAFCO approval to extend service to tribal lands outside its boundary, on the same terms as if the lands were annexed. LAFCO must approve the request while retaining authority to impose discretionary conditions. Accordingly, staff has applied annexation-level analysis to this request and the scope of review is limited to whether terms and conditions are merited. Staff recommends approval as submitted, along with adoption of

Administration
Keene Simonds, Executive Officer
2550 Fifth Avenue, Suite 725
San Diego, California 92103
T 619.321.3380
E lafco@sdcounty.ca.gov
www.sdlafco.org

Paloma Aguirre, County of San Diego
Joel Anderson, County of San Diego
Monica M. Steppe, Alt., County of San Diego
Kristi Becker, City of Solana Beach
Dane White, City of Escondido
John McCann Alt., City of Chula Vista
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parallel findings made by Ramona MWD's in approving the underlying potable water project. The item has been placed on the public hearing calendar given the uniqueness of the request.

BACKGROUND

Legislation + Local Policy

Requests for Out-of-Agency Service | General Provisions

State statute requires cities and special districts to obtain LAFCO approval before providing new or extended out-of-agency services, subject to limited exemptions.[1] Agencies may be authorized by LAFCOs to serve outside territory within their spheres of influence in anticipation of a near-term annexation. Outside their spheres, services may only be authorized by LAFCOs in response to documented threats to public health and safety.

San Diego LAFCO's policies authorize the Executive Officer to approve out-of-agency water and wastewater service requests involving documented and direct threats to public health, safety, or welfare, with such administrative approvals reported to the Commission for information only. All other out-of-agency service requests require Commission approval.

Requests for Out-of-Agency Service | Specific to Municipal Water Districts & Indian Tribes

State statute provides a special provision specific to districts formed under the Municipal Water District Act – Municipal Water Districts (MWDs) – to provide out-of-agency water services to an Indian tribe through a streamlined LAFCO approval process.[2] This streamlined process limits LAFCO's discretion over approval to only conditions; so long as other statutory provisions are satisfied, LAFCO must approve the request. Further, the statute and its legislative intent to permit "expedited annexations" require the MWD to provide the out-of-agency service on terms equivalent to annexed lands – i.e., at the same inside-boundary retail rate and without potential for ending the agreement unless requested by the tribe. The administrative review of a request under this special provision is accordingly evaluated using annexation-level analysis to determine whether any conditions are warranted.

Applicant Request

Ramona MWD requests San Diego LAFCO's authorization on behalf of Barona – and consistent with Water Code §71611.5 – to extend new out-of-agency potable water service to approximately 1,784 acres within the Barona Indian Reservation and via a four-party agreement between the Barona Band of Mission Indians, Ramona MWD, CWA, and MET. The item is presented for Commission review and approval, adoption of Ramona MWD's

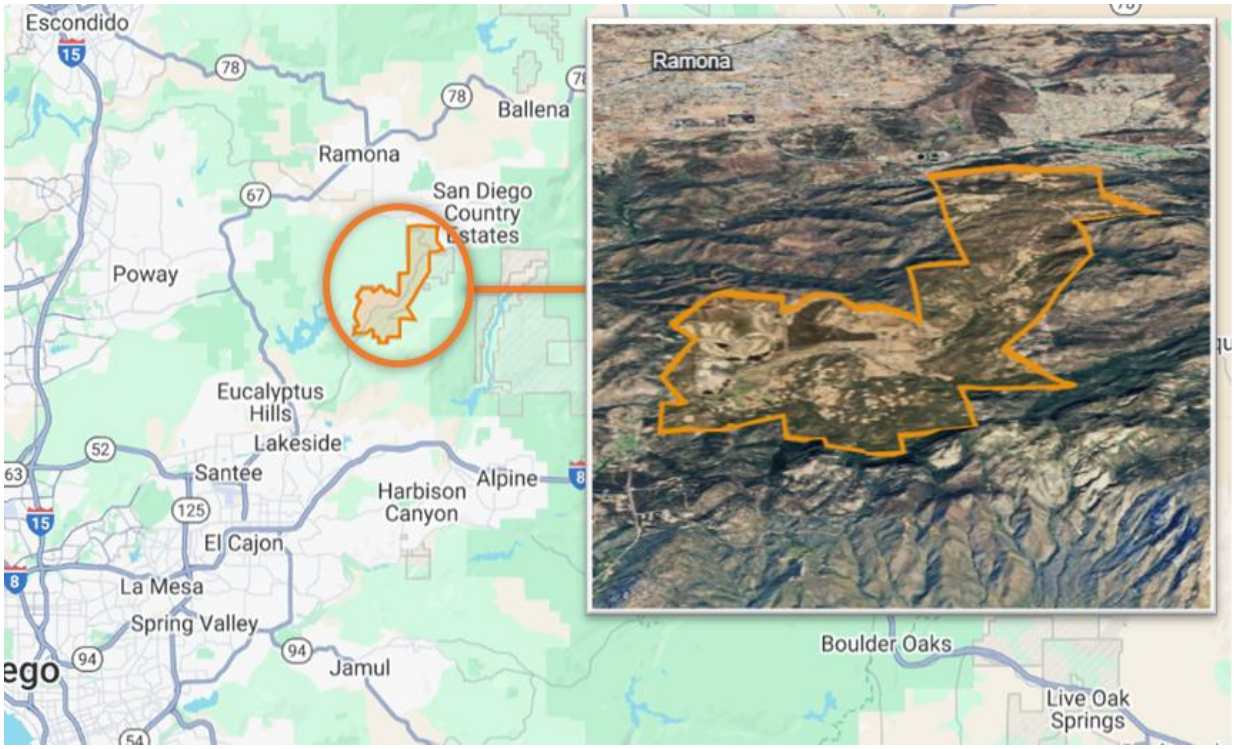
[1] Reference to California Government Code 56133.

[2] Reference to California Water Code 716115.5. This statute authorizes a MWD, upon meeting specified conditions with an Indian tribe, to "extend water service at substantially the same terms applicable to customers of the district to Indian lands that are not within a district as if the lands had been fully annexed into the district." The statute further provides that LAFCO "shall approve the application and may impose conditions… in accordance with Section 56886 of the Government Code," provided such conditions do not impair service to the tribal lands and are applied without discrimination. The district is also required to provide the executed agreement to LAFCO. Code Section is available at the following link: California Water Code section 71611.5 (2025)

environmental findings, and consideration of any conditions warranted under Government Code §56886. The affected territory is adjacent to Ramona MWD's jurisdictional boundary and sphere of influence, encompasses 24 legal parcels, and is developed with 282 homes and roughly 14 business and community uses. The affected APNs are provided in Attachment 2.

Regional Setting

The affected territory comprises just over 25% of the Barona Indian Reservation – with the entire reservation spanning approximately 7,000 acres – and located approximately 30 miles northeast of San Diego, near the unincorporated community of Ramona and the San Vicente Reservoir. Principal access is provided by Wildcat Canyon Road to the south and San Vicente Road to the North. The immediate surrounding area is largely mountainous and undeveloped. Barona is recognized as a sovereign government, governed by a General Council, comprised of approximately 240 voting members. In addition, there is a Tribal Council comprised of seven elected Tribal officials: Chairman Raymond Welch, Vice-Chairwoman Beth Glasco, Manuel Navarro, Tawnya Phoenix, Clayton Curo, Joseph Yeats, and Joseph "JoJo" Banegas. An aerial map follows, with a detailed map showing parcel boundaries and Ramona MWD's jurisdictional boundary provided as Attachment One.



Google Earth

Subject Agencies

The proposed out-of-agency water service request filed with San Diego LAFCO involves three subject agencies: Ramona MWD, CWA, and MET.[3] A cursory summary of the agencies in terms of governance, resident population, municipal functions, and financial standing follows.

- **Ramona MWD** is an independent special district governed by a five-member board of directors. An appointed general manager - Erica Wolski - oversees day-to-day activities, and this includes a current full-time budgeted staff of 53.5. MWD was formed in 1956 with a present jurisdictional boundary totaling 45,800 acres or 75 square miles. The jurisdictional boundary spans the width of the Santa Maria Valley and includes two distinct local communities: Ramona Village and San Diego Country Estates. Authorized service functions within the entirety of the jurisdictional boundary involve water and parks and recreation. A third activated function – wastewater – is limited to two distinct portions of the jurisdictional boundary totaling 11,761 acres and identified as the "San Vicente" and Santa Maria" systems. The sphere was most recently reviewed and affirmed in 2022 with a same-as-agency designation. LAFCO also established a special study area specific to the secondary sphere (wastewater) to capture the proposed Cumming Ranch subdivision in 2023. This territory was subsequently annexed to Ramona MWD's secondary sphere in May 2023, and the special study area was eliminated. MWD's current adopted budget (2026) totals $34.9 million. The most recent audit (2023-2024) shows net position of $121.1 million with an unrestricted balance of $27.0 million and cash balance of $41.7 million. Net position has increased 2.74% over the last three audited years.

- **CWA** is an independent special district governed by a 34-member board of directors representing 22 local member agencies with authorization to provide its principal municipal function: water (wholesale class). An appointed general manager – Dan Denham – oversees day-to-day activities with a current full-time budgeted staff of 249. CWA was formed by special legislation in 1944 for the initial purpose of delivering wholesale supplies sourced from the Colorado River and later State Water Project via MET. CWA subsequently has expanded its wholesale water supplies to include desalinated water pulled from the Pacific Ocean. Its jurisdictional boundary spans 1,331 square miles and includes all 18 cities in San Diego County as well as many unincorporated areas – including Ramona MWD. LAFCO estimates the current population at 3,150,679. LAFCO established a sphere of influence for CWA in 2005. The sphere was most recently reviewed and affirmed in 2013 with a same-as-agency designation. CWA's audited net position is $1.605 billion as of June 30, 2024, with an undesignated balance of $326.4 million. This includes an ending cash balance of $137.4 million. CWA's total net position has changed by 0.5% over the prior three audited years.

- **MET** is an independent special district governed by a 38-member board of directors that represent 26 member agencies with authorization to provide its principal municipal function: water (wholesale class). An appointed general manager – Shivaji Deshmukh

[3] State law defines "subject agency" to mean any district or city for which a change of organization or reorganization is proposed.

– oversees day-to-day activities with a current full-time budgeted staff of 1,929. MET was formed by special legislation in 1928 to provide wholesale imported water to participating members throughout Southern California via the Colorado River and later the State Water Project. The jurisdictional boundary currently spans approximately 3.3 million acres, or 5,200 square miles, and includes significant portions of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura counties. LAFCO estimates the total resident population at approximately 19 million. LAFCO established a sphere of influence for MET in 2005 with a same-as-agency designation (specific to only San Diego County). MET's audited net position is $7.4 billion as of June 30, 2024, with an unrestricted fund balance of $318.5 million. This includes an ending cash balance of $11,000. MET's total net position has changed by 2.4% over the prior three audited years.

Affected Local Agencies

The affected territory presently lies within the jurisdictional boundaries and/or spheres of influence of 8 local agencies directly subject to San Diego LAFCO's planning and regulatory responsibilities. These agencies qualify as "affected agencies" relative to the proposed outside-agency service agreement and are listed below.[4]

- County Service Area No. 135 (regional communications)
- Grossmont Healthcare District
- Lakeside Water District (LAFCO Special Study Area)
- Palomar Healthcare District
- Pomerado Cemetery District
- Ramona Cemetery District
- Resource Conservation District of Greater San Diego
- San Diego County Fire Protection District

A voluntary notice of public hearing was issued to the agencies, this also included notice to the following community groups:

- Barona Band of Mission Indians
- Ramona Community Planning Group

DISCUSSION

San Diego LAFCO will consider Ramona MWD's request pursuant to Water Code Section 71611.5 and Government Code Section 56668 to provide new out-of-agency potable water service to the affected territory, via an out-of-agency services agreement between the Barona Band of Mission Indians, Ramona MWD, CWA, and MET. As detailed above, the Commission's consideration is limited to applying discretionary terms to the otherwise ministerial approval required under statute. Potential terms are unencumbered under statute so long as they do not directly regulate land use, property development, or subdivision requirements.

[4] State law defines "affected local agency" as any entity that contains, or would contain, or whose sphere contains or would contain, any territory for which a change of organization is proposed or ordered.

Proposal Purpose

The purpose of the proposed out-of-agency service before San Diego LAFCO is to enable Ramona MWD to extend potable water service to a portion of the Barona Reservation in east San Diego County.[5] The out-of-agency service would address uncertainty in local groundwater supplies and provide support to the existing 282 homes and 14 business and community entities developed within the affected territory. The timing of the request follows an approximate three-year process initiated after Barona's long-term water demand was projected to exceed the sustainable yield of the underlying groundwater basin, prompting a 2021 Water Supply Feasibility Study that identified MWD as the most cost-effective provider. The four-party potable water agreement among Barona, MWD, CWA, and MET was finalized in October 2025, with Barona financing $4.995 million in connection charges and committing to an annual in-lieu property tax payment of approximately $194,456, along with capacity fees and other applicable charges from MWD, and separate fees assessed by CWA and MET.

No other service extensions are proposed; a separate recycled-water request is anticipated in a future application.

Current and Planned Land Uses

The affected territory is entirely within the sovereign nation of the Barona Band of Mission Indians, with land use authority governed by an elected tribal council. The affected territory is currently developed with 282 homes and approximately 14 business and community entities – including the Barona Resort & Casino – with plans to expand density in the future.

Commission Focus

San Diego LAFCO's focus is statutorily limited to consider only whether discretionary terms are appropriate in its otherwise ministerial task to approve Ramona MWD's request to provide out-of-agency water service to the Barona Reservation. LAFCOs' authority to impose terms is under Government Code Section 56886 and covers a broad range of potential conditions. Most notably, this includes requirements for payments or levying of fees and taxes, prioritizing uses, the initiation, conduct, or completion of subsequent proposals or requests, or any other term deemed necessary to effectuate orderly and efficient local government.

ANALYSIS

San Diego LAFCO's analysis of Ramona MWD's request to provide out-of-agency water services to the Barona Reservation is organized similarly to evaluating a jurisdictional change proposal. This approach is consistent with the legislative intent in authorizing these types of out-of-agency services between MWDs and Indian lands and the intended effect of serving as expedited annexations, as addressed above. This baseline analysis is intended to inform the succeeding and lead task in statute to consider whether approval terms are appropriate. An evaluation of the request under CEQA is also provided.

[5] The affected territory spans 1,784 acres – or just over 25% of the Barona Indian Reservation.

Informing Baseline Factors

The following analysis addresses the jurisdictional change factors under statute and staff believes appropriately apply to Ramona MWD's request to provide out-of-agency water service to the Barona Reservation and its legislative effect as an expedited annexation.

Statutory Factors

State law tasks LAFCOs to consider several multifaceted factors whenever reviewing jurisdictional changes. These factors range from basic disclosures (land uses, assessed values, registered voters) to discretionary analyses evaluating the proposal's relationship to community needs, service capacities, and the receiving agency's financial resources. Key conclusions follow and are organized to address three statutory themes: (a) service needs, (b) service availability and capacity, and (c) financial considerations.

Service Needs | The affected territory's existing residential and commercial uses paired with documented uncertainty involving groundwater flows merits organized public water service. The out-of-agency service extension of retail water service (through CWA & MET's wholesale supplies) accommodates this need and serves as a preferred alternative to depending on uncertain groundwater flows and/or the need to truck in potable water supplies.

Service Availability and Capacities | Ramona MWD has available and sufficient capacities to accommodate projected potable water demands in the affected territory at its current and planned maximum uses. An existing MWD distribution main is located north of the affected territory within the public right-of-way of San Vicente Road. A new and approximate 0.5-mile pipeline will be constructed between San Vicente Road and the Reservation in the public right-of-way on Wildcat Canyon Road.[6] It is projected the average day water flow generated within the affected territory based on current development is 670,450 gallons or 2.06 acre-feet. This projected amount can be readily accommodated by MWD and represents 4.0% of its available treatment capacity remaining within its water system.[7] Full development potential on the reservation would increase the projected average day water flow to 1,340,006 gallons. This latter projection would equal 7.9% of MWD's existing available capacity.

Related Financial Considerations | Ramona MWD has adequate financial resources and administrative controls to serve the affected territory without adversely impacting current ratepayers given MWD's overall standing paired with its negotiated agreement with Barona. MWD's most recent audit covers 2023-2024 and shows sufficient liquidity and capital levels, with a current ratio of 8:1 and low debt ratio of 16.0%. Further, MWD

[6] The pipeline segment up to the metering station will be owned by Ramona MWD, after which water will be distributed through Barona's existing system, and the Tribe will own the internal pipelines. The alignment also allows potential future connections for customers in the Klondike neighborhood should they elect to connect. Barona's current facilities include six potable reservoirs across five pressure zones with 3.9 million gallons of treated storage and 34 groundwater wells—11 active potable wells, with the remainder inactive or non-potable due to insufficient production or water quality.

[7] The average water demand for Ramona MWD in FY24-25 was 11.6 acre-feet daily or 4,237.3 acre-feet annually. Ramona MWD's total available daily supply (supply less infrastructure limitations) is 63.5 acre-feet. This results in Ramona MWD's having an estimated excess capacity amount of 51.9 acre-feet.

has maintained positive year-end balances with an average total margin of 7.8% over the last 36 months. Service establishment requires Barona pay a $4,995,200 connection fee, an ongoing annual service charges in lieu of property taxes estimated at $194,495 for FY 24, along with other charges such as capacity fees.

Local Policy Factors

Consideration of Policy L-102

San Diego LAFCO's L-102 (adopted August 1990) guides sphere actions. Consistent with Government Code §56076, spheres are to be developed in cooperation with each agency to represent . . . *the probable physical boundaries and service area of a local agency as determined by the Commission*. The policy further directs the Commission to use spheres to guide deliberations on future reorganizations, preserve community identities, discourage duplication of municipal services, encourage local agency consolidations – whether functional or political – and determine the need for specific governmental reorganization studies.

- Staff recognizes the unique service relationship between the tribal trust lands and the MWD. Given the expected permanency of the relationship going forward, it would be appropriate to consider formalizing the arrangement under LAFCO statute through a sphere amendment. However, given the statutory purpose of a sphere and unique distinctions associated with tribal trust lands, staff believes it is premature to address these issues as part of this out-of-agency service request. Staff recommends deferring consideration of any sphere amendment or special study area to the next Ramona-region MSR, where these topics can be evaluated more comprehensively.

Consideration of Policy L-107

LAFCO Policy L-107 (adopted May 2010) requires applicants to disclose jurisdictional disputes associated with their proposals. No disputes have been disclosed by Ramona MWD, CWA, or MET, nor has staff identified any concerns during administrative review. The four-party agreement between the parties was finalized in October 2025 and is provided as Attachment Two.

Approval Terms

Drawing from the above baseline analysis of statutory and local policy factors, it appears only standard approval terms are merited; no material issues and/or deficiencies involving service needs and capacities or financial impacts have been identified. Staff further recommends waiving the typical requirement that out-of-agency service agreements include a landowner(s) file a future annexation proposal, as this request involves sovereign tribal lands and is before the Commission pursuant to Water Code §71611.5. Standard conditions involve the applicant (Ramona MWD) paying any outstanding fees to complete the approval process under the adopted LAFCO fee schedule.

Environmental Review

San Diego LAFCO is obligated under CEQA to assess whether environmental impacts would result from activities approved under the Commission's authority, either as a lead or responsible agency. Accordingly, the Commission is tasked with making findings under CEQA in consideration of the proposed outside-agency service request. Staff's analysis follows.

- Ramona MWD serves as lead agency under CEQA for considering the out-of-agency service request as part of its discretion to approve the actual service agreement and underlying pipeline project. Notably, while CEQA analysis is not a requirement of projects on Tribal lands, the approximate 0.5-mile construction of pipeline on non-tribal lands requires CEQA analysis. An initial study was prepared and considered for this project pursuant to the provisions of CEQA and finalized June 2025. This initial study analyzed the whole of the project, including the on-reservation portion for full public disclosure. In its role as lead agency, on June 11, 2025 Ramona MWD adopted a Mitigated Negative Declaration (MND) and in doing so made findings that the project will not have a significant effect on the environment with approved mitigation measures. CWA and MET also considered the findings made by Ramona MWD and adopted parallel findings in their role as responsible agency on August 28, 2025 and September 9, 2025, respectively. Staff independently believes the Ramona MWD has prepared sufficient documentation as lead agency in assessing and mitigating impacts and it would be appropriate for the Commission to adopt parallel findings as responsible agency.

RECOMMENDATION

Staff recommends San Diego LAFCO approve the outside agency service request with only standard terms and deferring consideration of a potential sphere action – amendment or special study area – to a future municipal service review covering Ramona MWD.

This recommendation is consistent with Alternative One below.

ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO:

Alternative One (recommended):

a) Approve the out-of-agency wastewater service authorization between Ramona MWD – and by extension CWA and MET – with the Barona Band of Mission Indians subject to the scope and terms provided in preceding sections.

b) Direct the Executive Officer to revisit consideration of a potential sphere of influence action – amendment or special study area – involving the affected territory to the next scheduled municipal service review covering Ramona MWD.

c) Authorize the Executive Officer to file a Notice of Determination adopting parallel CEQA findings to Ramona MWD.

Alternative Two:
Continue consideration to the next regular meeting.

PROCEDURES FOR CONSIDERATION

This item has been placed on San Diego LAFCO's agenda as part of a noticed public hearing. The following procedures are suggested in consideration of this item:

1) Disclose any ex parte communications.
2) Receive verbal report from staff unless waived.
3) Open the public hearing and invite comments from the applicant and general public.
4) Discuss item and consider recommendation.

On behalf of the Executive Officer,

Meghan Traynor
Analyst I

Appendix:

A) Analysis Proposal Review Factors

Attachments:

1) Vicinity Map of the Affected Territory
2) Application Materials
3) Mitigated Negative Declaration (MND)
4) Initial Study (online only) https://www.rmwd.org/home/showpublisheddocument/4749/638847956664970000

APPENDIX A
Government Code Section 56668
Baseline Proposal Review Factors

a) Population and population density; land area and land use; per capita assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; the likelihood of significant growth in the area, and in adjacent areas, in the next 10 years.

The affected territory as submitted comprises 24 parcels totaling 1,784 acres within the Barona Band of Mission Indians Reservation. Tribal lands in San Diego County held under trust are not assessed for land value. A complete listing of Assessor Parcel Numbers is provided as part of Attachment Two.

b) The need for municipal services; the present cost and adequacy of municipal services and controls in the area; probable future needs for those services and controls; probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.

The sovereign Barona Band of Mission Indians is the purveyor of governmental services to the affected territory. These governmental services include community planning, fire protection, law enforcement, and recreation. This proposal affects only potable water and is the focus of the succeeding analysis.

- **Retail and Wholesale Water Service**
  The affected territory presently relies on uncertain groundwater flows and an outside-agency service agreement will enable Ramona MWD – concurrently with CWA and MET – to assume retail & wholesale water service responsibilities for the affected territory. Connection to Ramona MWD will become available through the construction of an approximate 0.5-mile pipeline which will be located within the public right-of-way on Wildcat Canyon Road. The projected average daily water flow for the affected territory is 670,450 gallons. This projected amount can be readily accommodated by Ramona MWD and represents 4.0% of its available treatment capacity remaining within its potable water system. Ultimate buildout on the reservation would increase the average day water flow to 1,340,006 gallons per day or 7.9% of the remaining available capacity.

c) The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on local governmental structure.

Approving the outside-agency service agreement between Barona, Ramona MWD, CWA and MET would formalize and strengthen economic and social ties between the Districts and the affected territory.

d) The conformity of the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies/priorities set forth in G.C. Section 56377.

Approving the proposed outside-agency service agreement between Barona, Ramona MWD, CWA and MET would facilitate the establishment of public potable water services to remedy uncertain groundwater flows and support residential uses in the affected territory in accordance with Water Code Section 71611.5. No conflicts exist under Government Code Section 56377. Additional analysis concerning conformance with germane Commission policies follows.

- San Diego LAFCO Policy L-107 requires applicants to disclose and address potential jurisdictional issues associated with their proposals, and if applicable, requires a consultation process with affected agencies, interested parties, or organizations to help discuss and potentially remedy concerns, unless waived by the Executive Officer. No jurisdictional disputes or related concerns were identified or disclosed by the applicant, affected agencies, or interested parties in the review of the proposal.

e) The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by G.C. Section 56016.

Not applicable.

f) The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment, the creation of islands or corridors of unincorporated territory, and other similar matters.

No irregular or otherwise illogical boundary features would be generated from the approval of this outside-agency service agreement.

g) A regional transportation plan adopted pursuant to Section 65080.

The Barona Band of Mission Indians is a sovereign nation not subject to compliance with *San Diego Forward*, the regional transportation plan adopted by SANDAG.

h) Consistency with the city or county general and specific plans.

The proposal's purpose to provide potable water to the affected territory is consistent with the Barona Reservation's present and planned residential and commercial uses.

i) The sphere of influence of any local agency affected by the proposal.

The affected territory lies immediately adjacent to the existing sphere of influence established for the three subject agencies, however does not lie within any other district's boundaries or spheres of influence.

j) The comments of any affected local agency or other public agency.

Notice of the submitted out-of-agency service agreement proposal was distributed to all affected and subject agencies. It was also distributed to the Barona Reservation and the Ramona Community Planning Group. No written comments on the proposal were received ahead of preparing this agenda report for distribution on November 24, 2025.

k) The ability of the newly formed or receiving entity to provide the services that are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.

Information collected and reviewed as part of this proposal indicates Ramona MWD has sufficient and available financial resources and administrative controls therein relative to serving the affected territory without adversely impacting existing constituents. This statement is supported by the following factors.

- Ramona MWD's last audit covers FY 2023-2024 and shows the District finished with strong liquidity levels with an agency-wide current ratio of 8:1 (i.e. $8.00 in current assets for every $1.00 in current liabilities).

- Ramona MWD finished FY 2023-2024 with a debt ratio of 16.0% (i.e. only $16.00 out of every $100.00 in net assets are financed).

- Ramona MWD finished FY 2023-2024 with an overall total margin of 7.8%.

l) Timely availability of adequate water supplies for projected needs as specified in G.C. Section 65352.5.

Barona's water systems currently consist of six potable water reservoirs, providing five pressure zones and a treated storage capacity of 3.9 million gallons supplied by 34 groundwater wells, including 11 active potable water wells that are chlorinated, 2 golf course wells that provide groundwater seasonally, and 21 wells that are either abandoned or inactive due to poor production and / or water quality. Approval of the proposed out-of-agency service agreement would remedy reliance on uncertain future groundwater flows for primarily residential uses within the affected territory.

m) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments.

The proposed out-of-agency service agreement would not impact any local agencies in accommodating their regional housing needs.

n) Any information or comments from the landowners, voters, or residents.

No written comments on the proposal were received ahead of preparing this agenda report for distribution on November 24, 2025.

o) Any information relating to existing land use designations.

See above analysis for (h).

p) The extent to which the proposal will promote environmental justice.

The outside-agency service agreement is expected to have a positive impact on environmental justice by enhancing potable water service within the affected territory and for any groups that are susceptible to pollution burdens and their effects. Consideration of existing environmental justice factors within the affected territory draws on staff analyzing data available from the California Environmental Protection Agency through its online assessment tool (CalEnviroScreen 4.0). Two composite percentile rankings for the affected territory are generated within this analysis and involve (a) pollution burdens and (b) susceptible population to pollution burdens relative to all census tracts in California.

- The affected territory's **composite pollution burden ranking** falls in the 33rd percentile. Four individual pollution burden indicators exceed the 50th percentile and are considered elevated, including air quality: ozone, groundwater threats, impaired water, and solid waste. Of these, impaired water ranks above the 90th percentile, indicating a very high impact. This further reinforces the benefit of the proposal in providing water service to the affected territory, thereby avoiding potential pollutants to local wells and waterways.

- The affected territory's **composite susceptible population** ranking falls in the 28th percentile. One sensitive population indicator, low birth weight, exceeds the 50th percentile and considered as elevated.

A summary of all tracked pollution burdens and susceptible populations follows.

Census Tract No. 6073016902 Pollution Burdens and Susceptible Population (Source: California Environmental Protection Agency and SD LAFCO)	
	Affected Territory + Surrounding Lands
Census Tract No.	6073016902
Estimated Population	2,841
Pollution Burden	Weighted Percentile
… Percentile	33.8
Indicator | Air Quality: Ozone	**74.2**
Indicator | Air Quality: PM 2.5:	20.3
Indicator | Air Quality: Diesel PM:	1.9
Indicator |Pesticides:	0.1
Indicator | Toxic Releases:	21.8
Indicator |Traffic:	19.2
Indicator | Drinking Water Contaminants:	45.9
Indicator | Lead in Housing:	41.3
Effects | Cleanup Sites:	40.8
Effects | Groundwater Threats:	**64.2**
Effects | Hazardous Waste:	1.8
Effects | Impaired Water:	**94.6**
Effects | Solid Waste:	**70.6**
Sensitive Population	Weighted Percentile
… Percentile	28.3
Population | Asthma:	25.8
Population | Low Birth Weight:	**74.2**
Population | Cardiovascular Disease:	22.8
Population | Education:	46.2
Population | Linguistic Isolation:	14.3
Population | Poverty:	37.4
Population | Unemployment:	36.4
Population | Housing Burden:	17.9

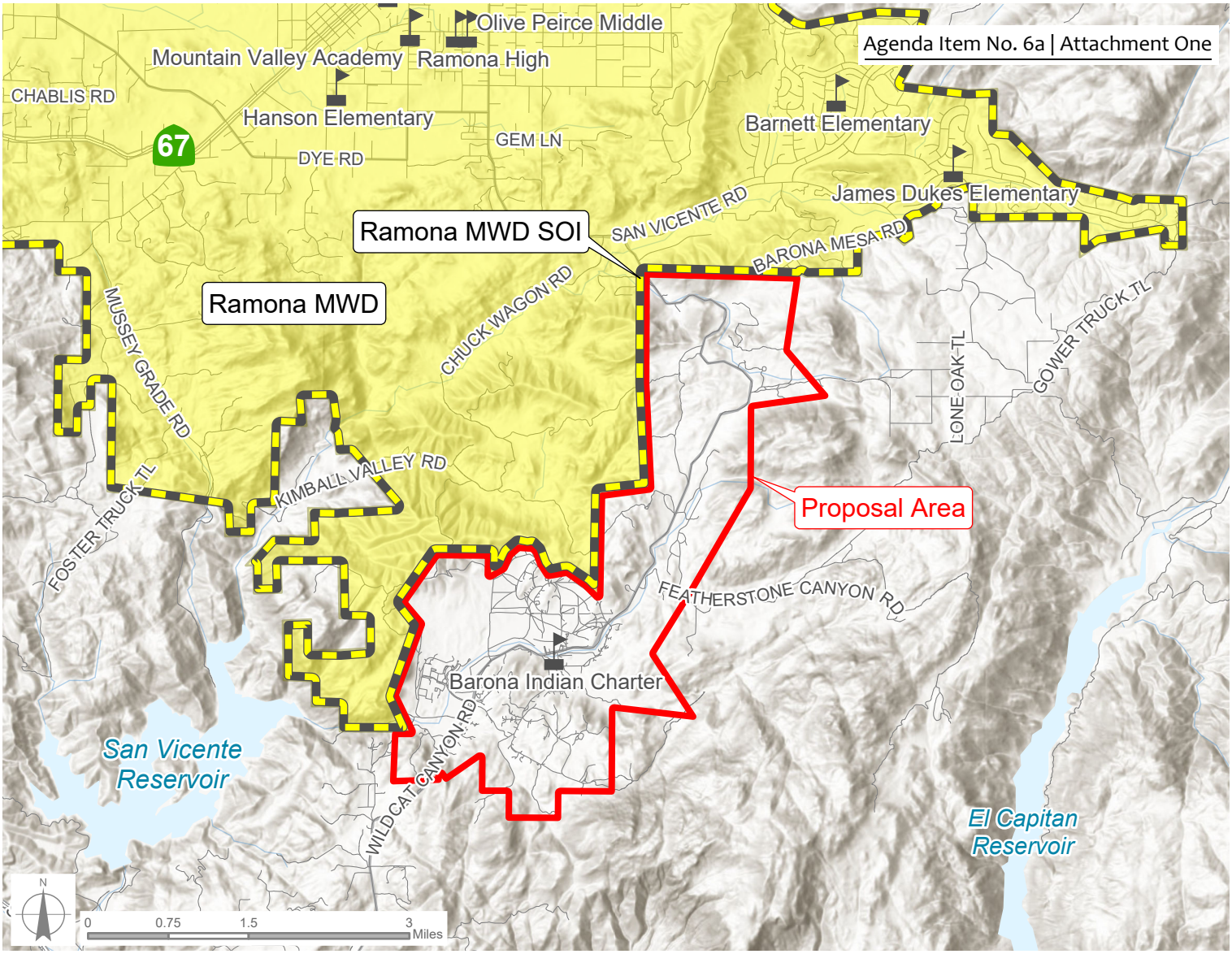
q) Information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area, if it is determined that such information is relevant to the affected territory.

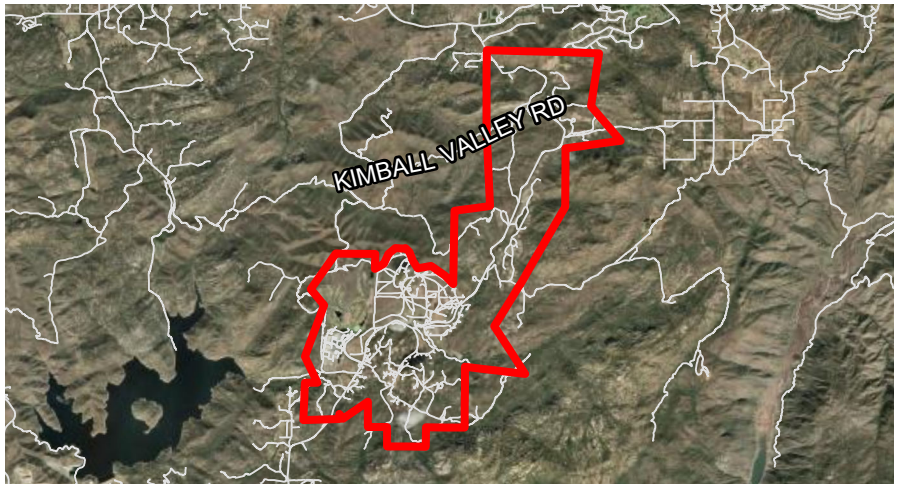
The County of San Diego General Plan includes a hazard mitigation plan addressing risks related to wildfire, flooding, and seismic activity. Portions of the affected territory are designated with "Very High" fire hazard severity zones and the majority of the territory falls within a "Level 4 Hazard" earthquake hazard zone.[8]

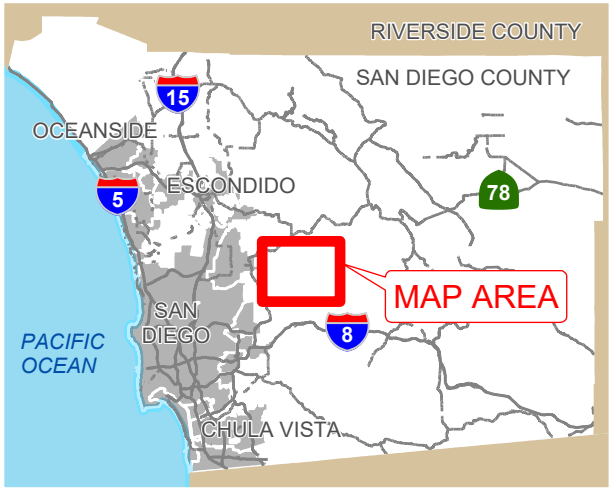
[8] The Modified Mercalli Intensity (MMI) scale measures how much shaking can be expected from future earthquakes. The MMI is based on the amount of shaking that has a 2% chance of being exceeded in the next 50 years. In California, the lowest level of shaking is a 3, which means strong shaking. Level 4 indicates very strong shaking. Source: County of San Diego Know Your Hazards Tool

r) Section 56668.3(a)(1) Whether the proposed annexation will be for the interest of the landowners or present or future inhabitants within the district and within the territory proposed to be annexed to the district.

Annexation-level analysis is warranted pursuant to Water Code §71611.5, which requires service to tribal lands on terms equivalent to annexation. Approval of the out-of-agency service agreement is in the best interest of current and future landowners and residents within the affected territory by ensuring the provision of a reliable potable water supply.







OAS25-16

"BARONA BAND OF MISSION INDIANS OUT-OF-AGENCY POTABLE SERVICES" | RAMONA MWD, SAN DIEGO COUNTY WATER AUTHORITY, AND METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

- Proposal Area
- Ramona MWD
- Ramona MWD SOI

SOI = Sphere of Influence

San Diego County
Local Agency Formation Commission
Regional Service Planning | Subdivision of the State of California

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Created by Dieu Ngu -- 11/19/2025

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CONTRACTUAL SERVICE AGREEMENT APPLICATION FORM

In addition to the materials required for any change(s) of organization, submit the following items:

1. One copy of either an approved Resolution of the City Council/District Board of Directors or a letter from the City Manager/District General Manager requesting approval for a contractual service agreement.

2. One copy of the contract or agreement stipulating the terms and conditions of extending service to the property signed by the property owner(s) and the agency that is to provide the service.

3. LAFCO processing fee. Contact the LAFCO office or refer to fee schedule.

Print/Type Name: Ramona Municipal Water District

Property Address: 105 Earlham Street, Ramona, CA 92065

Phone #: 760-789-1330 Date: 10/8/2025

This application is used by LAFCO staff to provide supplemental information for contractual service agreement requests.

1. What type or types of public service(s) will be provided? potable water

2. Why is the service needed? If the service agreement is in response to an emergency health and safety situation, such as a failed septic system, provide information documenting the circumstances (e.g., letter from the County Department of Environmental Health). Barona reservation is solely reliant on limited groundwater supplies. Connection will secure reliant supplies through the Ramona MWD.

3. If a jurisdictional change, such as annexation, is not possible at this time, explain the circumstances that prevent annexation and when the jurisdictional change is anticipated. service agreement due to tribal sovereignty per Water Code Section 71611.5

4. Are there any jurisdictional issues associated with the ☐ YES ☑ NO proposed contractual service agreement?
(If yes, please complete the LAFCO Policy L-107 form)

San Diego Local Agency Formation Commission
2550 Fifth Ave., Suite 725
San Diego, CA 92103
(619) 321-3380

RAMONA MUNICIPAL WATER DISTRICT
105 Earlham Street Phone: (760) 789 -1330
Ramona, CA 92065-1599 Fax: (760) 788 - 2202

October 9, 2025

Keene Simonds
Executive Officer
San Diego Local Agency Formation Commission
2550 Fifth Avenue, Suite 725
San Diego, CA 92103

Re: Out-of-Agency Service (OAS) Contract to Provide Potable Water Service to the Barona Band of Mission Indians

Dear Mr. Simonds:

Ramona Municipal Water District (District), the Barona Band of Mission Indians, San Diego County Water Authority (SDCWA) and Metropolitan Water District of Southern California (Metropolitan) have been working cooperatively towards providing water service to the Barona Reservation since 2022.

Water Code section 71611.5 requires Municipal Water Districts, such as the District, upon the request of an Indian tribe, to extend water services to an Indian tribe's lands that are not within the boundaries of a district, at substantially the same terms applicable to customers of the district if certain conditions are met. These conditions include:

1) compliance by the Indian tribe with all federal and tribal laws;
2) acquisition by the Indian tribe of all applicable approvals necessary for the district to provide water service to the tribal lands on substantially the same terms applicable to customers of the district;
3) acceptance by the Indian tribe by agreement of "all terms of, and payments including service payments, to the district and any public agency providing water to said district, as if the Indian tribe's lands were fully annexed into the district and into the service area of any other public agency, which terms and payments are also a condition of continued service by a district and by any public agency providing water to the district."

(Water Code section 71611.5 (b)(1)-(3).)

If these conditions are met, a Municipal Water District may then apply to the Local Agency Formation Commission (LAFCO) to extend the water service to the Indian lands at substantially the same terms applicable to customers of the district, as if those lands had been fully annexed into the district. LAFCO must approve the arrangement but "may impose conditions on the district with regard to the extension of service in accordance with Section 56996 of the Government Code, as long as those terms and

conditions do not impair the provision of the water service to the Indian lands. . . and are similar to those imposed on all agency service recipients without discrimination." (Water Code section 71611.5 (a)(2)(A).) These procedures apply to "Indian lands" as defined in Water Code section 71611.5 to include only "Indian Lands, as defined in Section 2703 of Title 25 of the United States Code, that were part of a reservation or held in trust.

The four parties have negotiated an agreement to provide water service to the Barona Reservation. The Four-Party Agreement was approved by each council or board on the following dates:

- District: June 10, 2025
- Barona Tribal Council: August 21, 2025
- San Diego County Water Authority: August 28, 2025
- Metropolitan: September 9, 2025

A copy of the District's approved minutes showing approval of the agreement is attached as Enclosure 4. A copy of the Summary of Board Actions for the San Diego County Water Authority is attached as Enclosure 5 and the meeting minutes will be provided after approval at the September 25, 2025 Board Meeting. Metropolitan Board Meeting minutes will not be available until after October 14, 2025; however, Metropolitan passed a resolution for approval of the 4-party agreement and the resolution is attached as Enclosure 6. A copy of the meeting minutes from the Barona Tribal Council Meeting is also attached as Enclosure 7.

CEQA

The District and Tribe entered a Memorandum of Understanding (MOU) in October 2023 to develop a joint environmental document that would meet both the District's needs as the lead agency for California Environmental Quality Act (CEQA) and the Tribe's needs as the lead agency for the National Environmental Policy Act (NEPA). This coordination resulted in an Initial Study (IS)/Environmental Assessment which determined a Mitigated Negative Declaration (MND) should be prepared under CEQA and a Finding of No Significant Impact be made under NEPA. As noted above, the District is lead agency under CEQA and is responsible for adoption of the IS/MND.

The draft IS/MND was released for a 30-day public review period between May 2 and June 2, 2025. A Notice of Intent to consider adoption of the IS/MND was filed with the State Clearinghouse on May 2, 2025 and the Notice was published on May 1, 2025 in the Ramona Sentinel. The Notice was mailed to those along the off-reservation pipeline alignment including the neighborhoods off of Tombill Road and Little Klondike Road. No comments were received on the document. The District's Board of Directors adopted the IS/MND and the Mitigation Monitoring and Reporting Program on June 10, 2025. The District filed the Notice of Determination (NOD) on June 11, 2025 with the County Clerk of San Diego and on June 12, 2025 with the State Clearinghouse. The 30-day statute of limitations for legal challenges ended on July 11, 2025. No legal challenges were received.

A copy of the NOD and required filing fees is enclosed. The IS/MND is available on the District's website: https://www.rmwd.org/about-us/engineering/district-projects

On August 28, 2025, the San Diego County Water Authority considered the IS/MND and found that no further environmental analysis was required and authorized the filing of a NOD. San Diego County Water Authority filed the NOD with the State Clearinghouse on September 4, 2025. The 30-day statute of limitations for legal challenges will end October 3, 2025. A copy of this NOD is enclosed.

On September 9, 2025, Metropolitan considered the IS/MND and found that no further environmental analysis was required and authorized the filing of a NOD. Metropolitan filed the NOD with the State Clearinghouse on September 11, 2025. The 30-day statute of limitations for legal challenges will end October 10, 2025. A copy of this NOD is enclosed.

If there are any questions, I can be reached at ewolski@rmwd.org or at 760-789-1330.

Sincerely,



Erica Wolski
General Manager

cc (via email):

Art Bunce, Tribal Attorney, buncelaw@aol.com
Jennifer Lyon, Counsel for RMWD: jlyon@mcdougallawfirm.com
Paula de Sousa, Special Counsel for RMWD: Paula.deSousa@bbklaw.com
Cathy Stites, Counsel for MWDSC: cstites@mwdh2o.com
Dave Edwards, Counsel for SDCWA: DEdwards@sdcwa.org

Enclosures: (1) OAS processing fee of $16,204.66
(2) Contractual Service Agreement Application Form
(3) Four-Party Agreement between Ramona Municipal Water District, Barona Band of Mission Indians, San Diego County Water Authority and Metropolitan Water District of Southern California
(4) Ramona Municipal Water District – Minutes from June 10, 2025 Board Meeting
(5) San Diego County Water Authority – Summary of Board Actions from the August 28, 2025 Board Meeting
(6) Metropolitan Water District Resolution 9381
(7) Barona Tribal Council Meeting Minutes – 8/21/25
(8) Notice of Determination and Proof of Filing Fees Filed by Ramona Municipal Water District
(9) Notice of Determination Filed by San Diego County Water Authority
(10) Notice of Determination Filed by Metropolitan Water District

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AGREEMENT FOR WATER SERVICE TO THE BARONA BAND OF MISSION INDIANS

This Agreement for Water Service to the Barona Band of Mission Indians ("Agreement") is made as of the Effective Date set forth herein, by and between the Barona Band of Mission Indians ("Barona"), a federally recognized Indian Tribe; the Ramona Municipal Water District ("Ramona"), a California municipal water district operating under the Municipal Water District Law of 1911 (Water Code section 71000, et seq.); the San Diego County Water Authority ("Authority"), a county water authority operating under Chapter 45, section 2 of the California County Water Authority Act; and The Metropolitan Water District of Southern California ("Metropolitan"), a metropolitan water district organized under the Metropolitan Water District Act. Collectively, all the foregoing are at times referenced herein as the "Parties." Collectively, Ramona, the Authority, and Metropolitan are at times referenced herein as the "Agencies."

RECITALS

1. Ramona owns and operates a water supply system consisting of water distribution and other facilities to provide water for municipal, domestic, agricultural, industrial, and other uses. Ramona is a member agency of the Authority and follows the Authority's rules and regulations regarding the service of water.

2. The Authority is a wholesale water supply agency that provides water to its twenty-two (2) member agencies in the western portions of San Diego County. The Authority is a member agency of Metropolitan; and follows Metropolitan's rules and regulations regarding the service of water.

3. Metropolitan is a wholesale water supply agency that delivers water to twenty-six (26) member agencies in Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura counties. Metropolitan was organized and exists to provide wholesale water service to the 26 public agencies that make up its service area in southern California. Metropolitan owns and operates the Colorado River Aqueduct, 16 hydroelectric facilities, nine reservoirs, 830 miles of large-scale pipes and five water treatment plants for importing water into Southern California and treating it for use by Metropolitan's member agencies. Metropolitan also has a participation interest in the State Water Project from which it imports water.

4. Metropolitan provides wholesale water service to its member agencies for domestic and municipal uses.

5. Barona is a federally recognized Indian Tribe, exercising sovereign governmental authority over its territory, all of which is within the County of San Diego, California, the residents of that territory, and its citizens.

6. Barona's Water Systems currently consists of six potable water reservoirs, providing five pressure zones and a treated storage capacity of 3.9 Million Gallons supplied by 34 groundwater wells, including 11 active potable water wells that are chlorinated, 2 golf course wells that provide groundwater seasonally, and 21 wells that are either abandoned

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or inactive due to poor production and/or water quality. Barona's potable system currently serves 282 homes and approximately 14 business/community entities including the Tribal Government Building, Community Centers, Museum, Senior Center, charter school and other educational facilities, Fire Station, Tribal Enforcement, Casino, Hotel, parks, various offices, and athletic and support facilities, all located on the Barona Lands and not providing water to, or receiving water from, any source external to the Barona Lands. All potable delivered water meets standards of the Environmental Protection Agency.

As a sovereign tribal government, Barona has developed, and may develop further, its own local and imported water supplies, to use as it deems appropriate.

7. California Water Code section 71611.5 ("Water Code section 71611.5") permits Ramona to provide Barona with water service under substantially the same terms and conditions applicable to other Ramona customers. As a condition of water service, Barona must among other things, accept, by agreement, all terms of, and payments (including service payments) to the Agencies, as if the Indian lands to be served, defined as Barona Lands below, were fully annexed into each of the Agencies. Additionally, Ramona must apply to the San Diego County Local Agency Formation Commission ("SD LAFCO") in order to extend water service to Barona, which approval must be granted by SD LAFCO pursuant to Water Code section 71611.5. SD LAFCO may also impose conditions subject to the limitations set forth in Water Code section 71611.5.

8. Ramona has the capability to convey potable water to the Barona Indian Reservation, pursuant to Water Code section 71611.5, and Barona requests that Ramona provide water service to an approximately 1,784.03 acre portion of the overall Barona Reservation ("Barona Lands"), as fully described in the legal description attached hereto as **Exhibit "A"** to this Agreement, and depicted in the map attached hereto as **Exhibit "B"** to this Agreement, which exhibits by this reference are incorporated herein. The entire Barona Reservation is currently over 7,000 acres in size. Also, as set forth in **Exhibits "A" and "B,"** when the acreage of Wildcat Canyon Road was excluded from Metropolitan's connection fee calculations, pursuant Metropolitan's standard customer practice, the resulting total water service area is approximately 1,784.03 acres.

9. Pursuant to the water supply feasibility study dated September 20, 2022 ("Water Study") and the Preliminary Design Report dated June 2022, ("Preliminary Design Report"), commissioned by Barona, attached hereto as **Exhibit "C"** and **Exhibit "D,"** respectively, and by this reference incorporated herein, additional infrastructure is needed to provide water service to, and provide the necessary flow rates for, the Barona Lands. Should Barona's desired flow rates increase, Ramona may require reasonable additional studies and/or infrastructure improvements. Any such studies, conducted with input from Barona, will determine whether additional infrastructure is required to meet Barona's desired flow rate increase.

10. The Parties desire to define the terms and conditions under which Barona shall receive water service from Ramona, in addition to the applicable rules and regulations of the Agencies, as required by Water Code section 71611.5.

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11. Water Code section 71611.5 and this Agreement require the Agencies to provide water service to the Barona Lands on substantially the same terms that would apply if the Agencies had fully annexed them.

12. The Parties agree that the foregoing recitals are a substantive and enforceable part of this Agreement and desire in this Agreement to provide for water service to the Barona Lands and to set forth terms and conditions that will govern such service.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

A. PROVISIONS PERTAINING TO PROVISION OF WATER SERVICE TO BARONA LANDS BY RAMONA

1. Service on Substantially the Same Terms. Subject to the requirements and preconditions set forth herein, Ramona shall provide water service to the Barona Lands upon substantially the same terms as Ramona establishes, amends from time to time, and generally applies to its customers, as defined in this Agreement and as set forth in Ramona's Legislative Code and other applicable Ramona policies, or as may be established by federal or state laws, regulations, orders or rules.

2. Water Service.

   (a) Quantity of Water Delivered and Water Delivery Points. Barona shall accept for use on the Barona Lands water delivered through a 6-inch meter installed at the distribution point ("Delivery Point"), identified in **Exhibit "E"** of this Agreement, attached hereto and by this reference incorporated herein, at a maximum flow rate of 854 gallons per minute ("gpm") (average day demand 860 acre feet per year ("AFY")). However, in the future, Ramona can deliver water through an 8-inch meter at the Delivery Point at a maximum flow rate of 1,488 gpm (average day demand 1,500 AFY), subject to the requirements in Section A.4.

   (b) Quality of Water Delivered. Water delivered by Ramona to Barona shall meet applicable water quality standards established by the State Water Resources Control Board's Division of Drinking Water, the State of California, or other applicable federal or state laws regulations, orders or rules, governing the consumption of water by humans or other domestic uses at the Delivery Point. Barona agrees and acknowledges that Ramona shall not be responsible for water service or water quality downstream of the Delivery Point and that Barona shall be solely responsible for water service, distribution, storage, and water quality within Barona's Water System and within the Barona Lands.

   (c) Flow Changes; Notification. Barona shall notify Ramona of any water flow delivery changes, by calling and/or emailing the Systems Division of Ramona's Water Operations Department at least thirty (30) minutes prior

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to the Authority's established flow change request deadlines, which at the time of execution of this Agreement are at 0800/1400/2000. Barona acknowledges that Ramona may stop delivery of water to Barona as a result of any Authority scheduled aqueduct shutdowns or any unforeseen emergency for the duration of repairs.

3. Rate, Deposit, Billing, and Payment.

(a) Ramona shall bill Barona on a billing cycle, pursuant to the provisions of the Ramona Legislative Code. The cost for water and the payment thereof shall be made at the then applicable rates established by Ramona and in accordance with the Ramona Legislative Code, and shall include any pass-through charges collected by Ramona for the Authority or Metropolitan, and in-lieu fees equivalent to the taxes Ramona generally collects from taxable entities on behalf of the Authority or Metropolitan, which the Parties acknowledge may be revised from time to time in accordance with law and with prior notice to and consultation with Barona.

(b) Upon the setting of the meter and delivery of water to Barona Lands, Barona shall pay to Ramona the estimated water costs of two (2) months' worth of water to create a security deposit ("Barona Security Deposit") with Ramona. The Barona Security Deposit shall be subject to review every 5 years and as a result of the review, after consultation with Barona, may be increased or decreased by Ramona from time to time to account for changes in Ramona's rates and Barona's monthly usage.

(c) If Barona fails to make payment to Ramona by the due date specified in the applicable Ramona monthly billing statement (including failure to pay the annual fee in lieu of property taxes specified in Paragraph A.4(b)(i), below), Ramona will follow the procedures required in the Ramona Legislative Code pertaining to discontinuance of service. Should water service be discontinued because of non-payment, any unpaid water delivery charges shall be deducted from the Barona Security Deposit. Upon cessation of water delivery services to Barona Lands, and upon deduction of all appropriate charges from the Barona Security Deposit, any funds remaining in the Barona Security Deposit shall be refunded to Barona. In the event that funds in the Barona Security Deposit are insufficient, Barona shall reimburse Ramona for any amounts owed for water delivery services under this Agreement.

4. Required Infrastructure; Payment of Administrative and Investigatory Costs and other Fees.

(a) Required Infrastructure. As set out in the Water Study and Preliminary Design Report further infrastructure is required to serve the Barona Lands at or below the flow rate described in Paragraph A.2.(a). Barona will reimburse Ramona for all costs associated with designing and constructing

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the necessary infrastructure improvements (including the cost of environmental review) to Ramona's water distribution system to provide water service to the Barona Lands. Consistent with advanced deposits Ramona requires of other customers, Ramona may require Barona to provide an advanced deposit from which Ramona may draw to pay the costs described above. While at the time of execution of the Agreement the necessary infrastructure improvements to provide water service to the Barona Lands include only installation of a meter and upsizing of a water distribution pipeline (both as specified below), Barona agrees and acknowledges that any additional necessary improvements to provide water service to the Barona Lands will be paid for by Barona.

i. Meter Size and Costs.

Barona shall pay for all fees, costs, and charges associated with, including costs for installation of, a 6-inch meter at the Delivery Point, including the Ramona Capacity Fee set out in Paragraph A.4(b) below, and the then applicable Authority System Capacity Charge and Authority Treatment Capacity Charge immediately prior to the setting of the meter. In addition, Barona shall upsize the 6-inch meter to an 8-inch meter upon any of the below listed circumstances and shall pay the then applicable fees, costs, and charges associated with the 8-inch meter. If/when required to upsize its meter, Barona will receive a credit from Ramona and the Authority for the previously paid Authority System Capacity Charge and Authority Treatment Capacity Charge for the existing 6-inch meter. Barona may coordinate with Ramona on installation of the upsized meter, or may provide a deposit to Ramona for Ramona to purchase and install the upsized meter on Barona's behalf.

(1) If during any calendar year, the average annual daily demand ("ADD") or maximum daily demand ("MDD") flow for water service to the Barona Lands exceeds the ADD and/or MDD flow delivered through the 6-inch meter.

(2) If the actual flows delivered through the 6-inch meter cause physical damage to the meter or result in erroneous readings.

In the event Barona desires to initiate any project that would require increased ADD or MDD flow above the flow that can be delivered through an 8-inch meter, Barona shall complete a preliminary application for water service and complete an Application for Water System Evaluation to initiate the review and evaluation by Ramona on Ramona's ability to provide the requested additional flow. In such an instance, Barona shall pay for any and all Ramona costs to complete the Water System Evaluation. Any additional fees, costs, and charges associated with the Barona's additional flow needs shall

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be paid for by Barona, as set out in Paragraph A.4(b) or as otherwise agreed to in writing by Barona and Ramona.

ii. Mt. Woodson Pipeline Upgrade.

Barona shall pay a portion of the construction cost associated with upsizing Ramona's existing 18-inch Mt. Woodson Pipeline to a 30-inch pipeline. The construction cost is currently estimated at $8,469,213 and Barona's ultimate contribution will be based on a cost share of 25.9% (currently $2,193,526) of the final construction cost, which share of the construction cost shall be made within 30 calendar days of the Effective Date, or on such schedule and terms as is otherwise agreed to in writing by Barona and Ramona. Ramona shall be responsible for payment of all costs associated with the design, inspection, construction management and other soft costs of the Mr. Woodson Pipeline upgrade project, and for 74.1% of the final construction cost.

(b) Payments to Ramona for Various Fees or Fees in Lieu.

i. Barona shall pay Ramona fee equal to, and in lieu of fees that would have been paid by Barona had Barona annexed into Ramona:

(1) Fee in lieu of annexation fee in the amount of $4,995,200 ($2,800 per acre) for the area of Barona Lands to be served (1,784.03 acres) as shown in **Exhibit "A,"** to be paid within 30 calendar days of the Effective Date, or on such schedule and terms as is otherwise agreed to in writing by Barona and Ramona; and

(2) An annual fee in lieu of property taxes, currently estimated at $194,456 (Fiscal Year 2024), will be divided into twelfths and the first 1/12 will be issued concurrently with Barona's first monthly water bill following setting of the meter. The in lieu property tax amount will be prorated the first year based on the month that the meter is set. The annual fee in lieu of property taxes is calculated based on Ramona's annual property tax received per year divided by the acres in Ramona's boundary and multiplied by 1,784.03 (being the approximately 1,784.03 acres of the Barona Lands to be served). This basis shall be subject to review and revision by Ramona on an annual basis.

ii. Barona shall pay Ramona the Ramona Capacity Fee for a 6-inch meter, as established and adopted at its December 12, 2023 Board Meeting (effective February 10, 2024), which fee shall be paid immediately prior to the setting of the meter. Payment of the

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Ramona Capacity fee is a condition precedent to the delivery of water by Ramona to the Barona Lands.

iii. Adjustments to Various Fees or Fees in Lieu: In addition to the above, Barona shall notify Ramona prior to commencing any project that would require reassessment and/or recalculation of any fees paid by Barona in lieu of Ramona's annexation fee, in lieu of property taxes, or capacity fee.

(c) Administrative and Investigatory Costs. Ramona will provide Barona with a written invoice setting forth the amount of the administrative and investigatory costs and other fees and the calculations made in determining the amount of such costs and fees, which fees shall be paid by Barona prior to commencement of water service under this Agreement.

5. Water Meter(s) Accuracy. If either Ramona or Barona determines that the meter installed at a Delivery Point is suspected of improper operation, either party may request it be tested for accuracy. An estimate of the actual water flow may be made in the event a meter is found to be inaccurate. Barona will be billed for estimated uses as follows:

(a) If Barona requests that the meter be tested for accuracy, Barona may request an independent test in which case all costs of the test will be assumed by Barona. Barona may request Ramona to perform the test. If Ramona is to perform the test, a deposit representing the cost to test a meter shall be placed with Ramona to cover the cost of the test. Ramona will provide Barona with an estimate to test the meter.

(b) If it is found that the meter does not register within an allowable three percent (3%) of the actual flow, another meter will be installed by Ramona, the deposit returned to Barona, and an upward or downward adjustment made to Barona's bills to reflect the actual flow for the preceding twelve (12) months.

(c) In no event shall Ramona be responsible for payment of any costs related to required testing and calibration of individual meters located within the boundary of the Barona Lands.

(d) State laws regarding cross connection do not apply on Barona lands and therefore, Ramona will not review Barona's water system and connections downstream of the Delivery Point for cross connections and backflow incidents. However, Ramona is required to prevent backflow from Barona into the Ramona water system at the Delivery Point in order to meet state law. The meter facility at the Delivery Point, as depicted in Exhibit "C" includes two single check valves as the proposed operating pressure of the meter facility exceeds the pressure that can be handled by a testable backflow preventer, such as a double check ("DC") valve or a reduced

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pressure principle backflow device ("RP"). It is Barona's responsibility to maintain and service these two single check valves as they are located downstream of the Delivery Point. Ramona's supervisory control and data acquisition (i.e., SCADA) system will continue monitor flow through the meter at the Delivery Point. If backflow is detected, Ramona will shut off water flow at the Delivery Point and cease providing water to Barona until the backflow issue can be remedied. This remedy may include installation of a testable DC or RP backflow preventer. In the event a testable backflow device is installed, Barona will be required to comply with Ramona's Legislative Code and the State Water Resources Control Board's Cross Connection Policy Handbook regarding backflow installation and testing, as both may be revised from time to time.

6. Access to the Meter Facility. The pipeline and the meter facility required to serve water to the Barona Lands are located in San Diego County right-of-way. The meter facility, depicted in Exhibit "E," Delivery Point, is owned by both Barona and Ramona, and from time to time Barona or Ramona may need to access and/or conduct work on or around their portion of the meter facility. Accordingly, Barona and Ramona agree to provide notice to the other prior conducting work on or around their portion of the meter facility, as follows:

   (a) In the event of an emergency, Barona and Ramona shall provide as much notice as feasible to the other, and shall limit entry to the meter facility only to employees acting in the course and scope of their employment by, or agent acting on behalf of, Barona or Ramona, as the case may be, and shall limit entry only to those areas necessary to address the emergency.

   (b) For non-emergency work, Barona and Ramona shall provide the other with at least Forty-Eight (48) hours written notice of its prior to conducting work on or around the meter facility.

   Ramona and Barona each agree to make repairs to the meter facility. including its enclosure, caused by its actions or inactions and to share costs associated to the meter facility including its enclosure not caused by either Ramona or Barona. The Authority and Metropolitan shall only be permitted access to the meter facility upon 48 hours written notice to Barona and Ramona.

7. Environmental Review. Barona and Ramona have worked cooperatively, pursuant to the October 27, 2023 Memorandum of Understanding for the "Ramona/Barona Tribe Potable and Recycled Water Infrastructure Project Finding of No Significant Impact/Mitigated Negative Declaration" by and between Barona and Ramona, regarding the environmental review process.

B. BARONA PAYMENTS TO THE COUNTY WATER AUTHORITY

1. Barona shall pay to the Authority all initial and ongoing fees and charges that would apply if the Barona Lands were fully annexed into the Authority's service area,

Docusign Envelope ID: 508D0EDB-B1F7-4E01-B723-E7E1938A896C

including but not limited to any annexation application fee, and meter and capacity fees payable through Ramona. The Authority shall directly invoice Barona for the annexation application fee, if any, prior to or promptly upon execution of this Agreement.

2. Barona shall also pay to the Authority—in lieu of any taxes, property-related assessments, other property-related charges, and standby charges—the same amounts that are charged by the Authority to other customers of Ramona. Barona and the Authority hereby acknowledge that though the Water Authority does not have the right to levy on the Barona Lands, this in-lieu payment agreement is a contractually binding obligation by Barona to pay the same amounts as other customers of Ramona as if the Barona Lands were subject to such taxes, levies, or charges. Such amounts shall be billed by the Authority to Ramona and passed-through to Barona pursuant to Paragraph A.3 of this Agreement.

3. For purposes of calculating the Authority's preferential right to purchase water pursuant to Section 135 of the Metropolitan Water District Act (Stats. 1969, Ch. 209, as amended), the Authority's payments to Metropolitan in lieu of taxes and other assessments for the capital cost and operating expense of Metropolitan's works that would otherwise be payable on the Barona Lands, but for their tax exempt status, shall be included. Nothing in this Agreement affects Metropolitan's right to include any of its rate components, including but not limited to the Readiness-to-Serve Charge and Capacity Charge, in its preferential right calculation.

C. BARONA PAYMENTS TO METROPOLITAN

1. Barona shall pay to Metropolitan a Connection Fee for the extension of Metropolitan's service area that is calculated in the same manner, and paid in lieu of, the annexation fee charged by Metropolitan. This fee shall equal the sum of the present value of the amount equivalent to the ad valorem taxes that would apply but for the status of Barona Lands as Indian lands and the processing fee established by Metropolitan Administrative Code section 3100(b)(7) and an amount equal to the annexation charge that would be due on the total acreage of the Barona Lands using the per-acre charge formula set forth in Metropolitan Administrative Code sections 3300 and 4301. If paid in 2025 and based on the approximately 1,784.03 acres of the Barona Lands, the fee is estimated to be approximately $14,824.008. Barona elected to pay Metropolitan's Connection Fee, including its annexation fees and charges and in lieu ad valorem taxes, over time as set forth in the Agreement for Payment for Water Service to the Barona Band of Mission Indians ("Payment Agreement"), between Barona and Metropolitan, which is incorporated herein by reference. Metropolitan will calculate the fee immediately following approval by SD LAFCO as required in the Metropolitan Administrative Code. As set forth in the Payment Agreement, an upfront payment is due within 30 days of approval of this Agreement by SD LAFCO. Barona acknowledges that Metropolitan's per-acre annexation charge is recalculated pursuant to the Metropolitan Administrative Code each January 1 and the applicable rate in place when SD LAFCO approves

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this Agreement will apply for final Connection Fee calculations. Metropolitan will provide Barona with a written invoice setting forth the amount of the fee and the calculations made in determining the fee. Timely payments of Metropolitan's Connection Fee pursuant to the Payment Agreement is a condition precedent to the delivery of water to the Barona Lands.

2. Except as provided in Paragraph C.1 above and in recognition of the sovereignty of Barona, Metropolitan shall not charge Barona any other processing fees, property-related assessments, or other property-related charges that would normally be imposed for the annexation of land, in connection with the procedures for obtaining approvals required for execution and implementation of this Agreement and the extension of the Ramona, Authority, and Metropolitan service areas and, to the extent required and not provided otherwise herein, Metropolitan hereby expressly waives all such property-related fees, assessments, and charges that are not charged to other customers of Ramona.

D. GENERAL PROVISIONS PERTAINING TO PROVISION OF WATER SERVICE TO BARONA LANDS APPLICABLE TO ALL PARTIES

1. Consistent with Water Code section 71611.5(b)(3), provided that all terms and payments are substantially the same as those applicable to other customers of Ramona, Barona hereby accepts all terms of, and payments (including service payments) to the Agencies, as if the Barona Lands were fully annexed into the service areas of the Agencies, which terms and payments are also a condition of continued service by Ramona and by the Authority, which supplies water to Ramona, and Metropolitan, which supplies water to the Authority.

   (a) Conservation. The Parties agree that water service to the Barona Lands is subject to the Agencies' rules and regulations, administrative codes, and other applicable policies, including but not limited to any water use or volume restrictions imposed by the Agencies or as may be established by federal or state laws, regulations, orders, or rules generally applicable to the customers of Ramona, as amended over time. While water is furnished to Barona pursuant to this Agreement, Barona shall be bound by and subject to all applicable provisions of the Ramona Legislative Code related to water conservation, which may include but shall not be limited to, Chapter 7.40 (Water Conservation), Chapter 7.08 (Water System Failure), and Section 7.04.030 (Water Use), as well as all water conservation requirements established and/or imposed by the State of California or the Authority on Ramona and/or its customers.

2. Consistent with Water Code section 71611.5(b)(1) & (2), Barona represents and warrants that it has complied with all federal and tribal laws, and acquired all federal and tribal approvals necessary for Ramona to provide water service to the Barona Lands on substantially the same terms applicable to customers of Ramona.

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3. The Parties expressly agree that the water provided by Ramona includes water provided by Metropolitan, and that the water service to Barona is subject to Sections 3104(b), 4200, and 4509 of Metropolitan's Administrative Code to the same degree as water service to Ramona's other customers. Except upon the terms and conditions specifically approved by the Board of Directors of Metropolitan, Barona agrees that it will not use water sold and delivered by Metropolitan in any manner which intentionally or avoidably results in the direct or indirect benefit of areas outside Metropolitan's service area including the Barona Lands, including use of such water outside Metropolitan's service area including the Barona Lands or use thereof within Metropolitan's service area including the Barona Lands in substitution for other water outside Metropolitan's service area including the Barona Lands. For clarity, Barona agrees not to sell water from the potable water system on the Barona Lands outside the Barona Reservation and use Metropolitan water in its place.

4. Payment to the Agencies for Water Service. Barona shall pay Ramona in accordance with the terms and conditions of Paragraph A.3, above; Ramona shall pay the Authority, which shall in turn pay Metropolitan for all water purchased from Metropolitan that is delivered by Ramona to Barona at the applicable rates charged by Metropolitan and/or the Authority. Payments due from Ramona to the Authority or from the Authority to Metropolitan shall be made in accordance with the Authority's and Metropolitan's Administrative Codes, respectively.

6. Payment of Administrative and Investigatory Costs and other Fees. Barona shall pay to the Agencies substantially the same administrative, processing, investigation, and review costs charged to other customers, including the costs of water supply and infrastructure studies required to provide water service to the Barona Lands, and any environmental review that may be required. Additionally Barona shall pay for all costs associated with applying to SD LAFCO for its approval of this Agreement, including but not limited to any SD LAFCO fees.

7. Specific Indemnification for Provision of Water Service to the Barona Lands. Barona will defend, indemnify, and hold harmless the Agencies from any and all legal challenges to the Agencies' provision of water service specifically to the Barona Lands, including but not limited to the following:

   (a) challenges to rate structures, costs, or fees for the provision of water to the Barona Lands;

   (b) challenges to the authority of the Agencies to provide water to the Barona Lands;

   (c) challenges to any decision of the Agencies regarding the availability of water for service to the Barona Lands;

   (d) challenges to environmental compliance for the provision of water to the Barona Lands or entering into this Agreement; and

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(e) challenges to Barona's having complied with all federal and tribal laws, and having acquired all federal and tribal approvals necessary for Ramona to provide water service to the tribal lands, or entering into this Agreement.

8. Dispute Resolution and Limited Waiver of Sovereign Immunity.

(a) This Section shall govern the resolution of all disputes or claims between one or more of the Agencies and Barona that arise from this Agreement, other than disputes arising out of non-payment or late payment by Barona to Ramona for water delivery services, which shall be subject to the provisions in Paragraph A.3.

(b) Disputes between the Agencies that do not include Barona, including non-payment or late payments between them, shall be subject to their respective agreements, administrative codes, and applicable state and federal law, and shall not affect water service to the Barona Lands.

(c) Barona hereby grants to the Agencies a limited waiver of its immunity from suit solely for enforcement of this Agreement, subject to strict compliance with the following limitations. The limited waiver is only for the benefit of the Agencies, and not for any other individual or entity, including without limitation, employees, contractors, and agents of the Agencies. All claims must be provided in writing to the other Parties to this Agreement at least sixty (60) days prior to filing a complaint in court, during which time the statute of limitations shall be tolled. The limited waiver shall only be valid as to complaints filed in U.S. District Court for the Southern District of California, the California Superior Court for the County of San Diego, or—by agreement of all the Parties involved—in a tribal court of competent jurisdiction or an arbitration or mediation service. The limited waiver shall only apply to complaints for the interpretation, violation, or breach of this Agreement, and shall only apply to the remedies for breach of contract, including equitable remedies and actual damages, and shall not include punitive or exemplary damages or termination of this Agreement except as expressly provided otherwise in this Agreement. The limited waiver is granted by the tribal government of the Barona Band of Mission Indians, and does not extend to any other tribal entities, authorities, or enterprises, or any Tribal officer, Councilmember, employee or agent.

(d) Available Remedies. Termination of the Agreement is not a remedy except where termination is expressly provided for in this Agreement. The Parties acknowledge that in the event a final monetary judgment for breach of the Agreement is entered against Barona, no judgment lien shall be enforceable against any Barona Lands, but as a non-exclusive remedy water deliveries provided pursuant to this Agreement may be suspended by the Agencies until the judgment is paid in full.

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9. Termination and Survival. Except as otherwise provided herein, this Agreement may only be terminated by a Party in the event of breach of the Agreement, by mutual written agreement of the Parties, or as otherwise required by law.

(a) If a Party ("Claimant") reasonably concludes that one or more Parties ("Respondent") is in breach of this Agreement, that Claimant must first schedule and conduct an informal in-person conference with a senior officer of the Respondent (other than that Party's legal counsel) in an effort to resolve the Claimant's Claim informally. Such conference will occur within 15 days after the Claimant contacts the Respondent to schedule the in-person conference. If such an in-person conference does not resolve the Claimant's claim, then the Claimant may inform all Parties of its conclusions and the evidence therefor in writing ("Notice of Breach"). A Respondent shall have sixty (60) days from receipt of the Notice of Breach to cure the breach or demonstrate that it is not in breach. If a Respondent remains in breach after the sixty (60) day period, a Claimant may give notice in writing to all Parties of its intent to terminate this Agreement ("Notice of Termination"). The provisions of this Agreement governing the Parties' financial obligations and allocation of liability, as well as the general provisions, shall continue until the specified obligations have been fulfilled. The remainder of the Agreement shall terminate sixty (60) days after all Parties receive the Notice of Termination.

(b) If the Barona Lands, or any portion thereof, lose their character as Indian lands, water deliveries to the Barona Lands may be reduced by the average annual amount used during the previous five (5) years on those Barona Lands that no longer qualify as Indian lands upon sixty (60) days' notice to all Parties. Nothing herein shall interfere with future full annexation of such former Indian lands.

10. Integration. This Agreement, including the attached Exhibits, represents the entire understanding of the Parties as to those matters contained in it, and supersedes and cancels any prior oral or written understandings, promises or representations with respect to those matters covered in it. This Agreement may not be modified or altered except in writing signed by all Parties.

11. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person or entity which is not a party to this Agreement.

12. Notice. Any written notice or instrument required to be given or delivered by this Agreement other than Service of Process as set forth above, may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following or their respective successors in office:

Docusign Envelope ID: 508D0EDB-B1F7-4E01-B723-E7E1938A896C

Barona:	Raymond Welch, Chairman Barona Band of Mission Indians 1095 Barona Road Lakeside, California 92040 Art Bunce Counsel Barona Band of Mission Indians P.O. Box 2516 Escondido, CA 92033
Ramona:	Erica Wolski, P.E. General Manager Ramona Municipal Water District 105 Earlham Street Ramona, California 92065 Jennifer Lyon General Counsel McDougal Love Boehmer Foley Lyon & Mitchell La Mesa Village Plaza 8100 La Mesa Boulevard, Suite 200 La Mesa, CA 91942
Authority	San Diego County Water Authority General Manager 4677 Overland Ave San Diego, CA 92123 San Diego County Water Authority General Counsel 4677 Overland Ave San Diego, CA 92123
Metropolitan	General Manager The Metropolitan Water District of Southern California P.O. Box 54153 Los Angeles, CA 90054-0153 officeofthegeneralmanager2@mwdh2o.com

13. Uncontrollable Force. No Party shall be considered to be in default in the performance of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean an action of the elements, the act or threat of any public enemy; Acts of God; court order; war and war defense conditions; and strikes or other labor

Docusign Envelope ID: 508D0EDB-B1F7-4E01-B723-E7E1938A896C

disputes; or other causes beyond its control. Each Party shall use reasonable diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default. However, nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. A Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Parties and shall exercise due diligence to remove such inability to the fullest extent practicable with all reasonable dispatch.

14. Severability. In the event any one of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

15. Assignment. In no event shall this Agreement be assigned by any Party without first obtaining the prior written consent of all other Parties.

16. Waiver. No covenant, term or condition of this Agreement shall be deemed to be waived by any Party hereto unless such waiver is in writing and executed by the Party making the waiver. No waiver of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein.

17. Preparation of Agreement. The terms and conditions contained herein shall not be construed in favor of or against any Party, but shall be construed as if all parties prepared the Agreement.

18. Execution of Agreement. This Agreement shall not be deemed to have been accepted and shall not be binding upon any Party until duly authorized officers of all Parties have executed it.

19. Counterparts. This Agreement may be signed in counterparts, and copies, faxes or e-mail signatures shall constitute an original.

20. Effective Date. Following execution by the Parties, Ramona shall apply to SD LAFCO for approval of this Agreement pursuant to Water Code section 71611.5. This Agreement shall be effective on upon the date of approval by the SD LAFCO ("Effective Date").

Docusign Envelope ID: 508D0EDB-B1F7-4E01-B723-E7E1938A896C

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT FOR WATER SERVICE TO THE BARONA BAND OF MISSION INDIANS.

BARONA BAND OF MISSION INDIANS

Signed by:
Raymond Welch
3FB2409A886E342D...

Raymond Welch
Tribal Chairman

10/17/2025
Date

Approved as to form:

Signed by:
Art Bunce
890B94CE070E420...

Art Bunce
Counsel

RAMONA MUNICIPAL WATER DISTRICT

Signed by:
Erica Wolski
435760D5D81864E3...

Erica Wolski, P.E.
General Manager

10/20/2025
Date

Approved as to form:

Signed by:
Jennifer Lyon
C2667A20CDA94B0...

Jennifer Lyon
General Counsel

DocuSigned by:
C28C7D55DA1264E7...

Paula C. P. de Sousa
Special Counsel

SAN DIEGO COUNTY WATER AUTHORITY

Signed by:
Dan Denham
E0376E38ED42490...

Dan Denham
General Manager

10/20/2025
Date

Approved as to form:

Signed by:
E69BFC6C316344D...

David Edwards
General Counsel

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Signed by:
714E4875B5CC4ED...

Deven N. Upadhyay
General Manager

10/21/2025
Date

Approved as to form:

Signed by:
C9CC9C40ED634B8...

Marcia Scully
General Counsel

“Barona Band of Mission Indians – Ramona Municipal Water Distrct Out-of-Agency Wastewater Services” Affected APNs

1) 328-050-01

2) 331-010-01

3) 328-120-03

4) 330-020-01

5) 330-070-21

6) 328-080-01

7) 328-100-02

8) 330-070-20

9) 330-070-18

10) 329-070-01

11) 329-070-02

12) 330-030-05

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FILED
Jun 11, 2025 02:45 PM
JORDAN Z. MARKS
SAN DIEGO COUNTY CLERK
File # 2025-000483
State Receipt # 37061120250438
Document # 252-NOD-59

SAN DIEGO COUNTY CLERK
CEQA FILING COVER SHEET

THIS SPACE FOR CLERK'S USE ONLY

Complete and attach this form to each CEQA Notice filed with the County Clerk

TYPE OR PRINT CLEARLY

Project Title

RAMONA MUNICIPAL WATER DISTRICT / BARONA INDIAN TRIBE POTABLE AND RECYCLED WATER INFRASTRUCTURE PROJECT

Check Document being Filed:

- ○ Environmental Impact Report (EIR)
- ◉ Mitigated Negative Declaration (MND) or Negative Declaration (ND)
- ○ Notice of Exemption (NOE)
- ○ Other (Please fill in type):

FILED IN THE OFFICE OF THE SAN DIEGO COUNTY CLERK ON June 11, 2025
Posted June 11, 2025 **Removed** _____
Returned to agency on _____
DEPUTY _____

Filing fees are due at the time a Notice of Determination/Exemption is filed with our office.For more information on filing fees and No Effect Determinations, please refer to California Code of Regulations, Title 14, section 753.5.

NOTICE OF DETERMINATION

TO:	☐ Clerk of the Board of Supervisors or ☒ County Clerk Address: County of San Diego 1600 Pacific Highway, Room 402 San Diego, CA 92101	FROM:	Public Agency/Lead Agency Name: **Ramona Municipal Water District** Address: 105 Earlham Street Ramona, CA 92065 Contact: Erica Wolski Phone: 760-789-1330
			Email: ewolski@rmwd.org
TO:	☒ Office of Land Use and Climate Innovation State Clearinghouse 1400 Tenth Street, Rm. 113 Sacramento, CA 95814	Lead Agency (if different from above)	
		Address:	
		Contact:	
		Phone:	

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH): 2025050138

Project Title: **Ramona Municipal Water District / Barona Indian Tribe Potable and Recycled Water Infrastructure Project**

Project Applicant (include address, telephone number and email address):

Ramona Municipal Water District, 105 Earlham Street, Ramona, CA 92065; ewolski@rmwd.org; 760-789-1330

Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):

The Project in San Diego County/Community of Ramona and Barona Indian Reservation: San Diego County. Beginning at the San Vicente Wastewater Reclamation Plant to San Vicente Road and Wildcat Canyon Road, then southward onto the Barona Reservation.

All elements of the Proposed Project lie within Section 35, T13S, R1E, SBB&M (off-Reservation), and T14S, R1 and 2E, SBB&M (unsectioned because formerly Mexican land grant – Rancho Barona). The Project Site includes all or a portion of the following APNs:

328-050-01	330-070-21	330-070-18
331-010-01	328-080-01	329-070-01
328-120-03	328-100-02	329-070-02
330-020-01	330-070-20	330-030-05

General Project Location (City and/or County): Ramona, Unincorporated Area, Barona Indian Reservation, San Diego County

Project Description: The Project proposes an 8-inch recycled water pipeline commences at the San Vicente Wastewater Reclamation Plant, at an existing District pump station located just northeast of the intersection of Vicente

Meadows Road and San Vicente Road. Once the proposed 8-inch recycled water pipeline leaving the San Vicente Wastewater Treatment Plant reaches the intersection of San Vicente Road and Wildcat Canyon Road, it will share the alignment and run parallel with the proposed 12-inch potable water pipeline in Wildcat Canyon Road. A horizontal separation of 4 feet must be maintained between the recycled and potable water pipelines throughout the alignment. This portion of Wildcat Canyon Road is maintained by the San Diego County Department of Public Works (DPW) and thus subject to the County's design standards and permitting requirements. Approximately 3000 LF of recycled water pipeline and 2100 LF of potable water pipeline will be constructed off-Reservation. After crossing the Barona Tribal Reservation boundary, the proposed recycled and potable water pipelines will run within the Wildcat Canyon Road right-of-way for approximately 0.35 miles before shifting eastward and moving off the road outside of the County right-of-way. The pipes continue to share an alignment until the recycled water line connects to the existing Golf Course Line approximately 1200 feet southeast of the Giant San Diego Paintball Park while the potable line continues overland approximately 20,200 feet until it joins the existing domestic water distribution system.

Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.

Ramona Municipal Water District is responsible for the off-reservation portion of the project being constructed between the northern Barona Reservation boundary and the San Vicente Water Reclamation Plant on San Vicente Road.

Barona Band of Mission Indians is responsible for the on-reservation portion of the project that is being constructed from the northern boundary of the Reservation down to the Barona Tribal Office on Barona Road.

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency), **the Board of Directors of Ramona Municipal Water District,** has approved the above described project on **June 10, 2025** and has made the following determinations regarding the above described project:

1.	The project [☐ will ☒ will not] have a significant effect on the environment.	
2. ☐	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
☐	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
☒	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.	
3. ☒	Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.	
4. ☒	A Mitigation Monitoring or Reporting Plan [☒ was ☐ was not] adopted for this project.	
5. ☐	A Statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.	
6. ☒	Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.	
	This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:	
	Custodian: Ramona Municipal Water District and Barona Band of Mission Indians	Location: 105 Earlham Street, Ramona, CA 92065 1095 Barona Road, Lakeside, CA 92040

Date: 6/11/2025	Erica Wolski **Name** Erica Wolski **Title** General Manager

Clerk's File Stamp:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

San Diego County

Transaction #: 8423452
Receipt #: 2025221039

JORDAN Z. MARKS
Assessor/Recorder/County Clerk
1600 Pacific Highway Suite 260
P. O. Box 121750, San Diego, CA 92112-1750
Tel. (619) 237-0502 Fax (619) 557-4155
www.sdarcc.gov

Cashier Date: 06/11/2025
Cashier Location: SD

Print Date: 06/11/2025 2:46 pm

Payment Summary

Total Fees:	$3,018.75
Total Payments:	$3,018.75
Balance:	$0.00

Payments

CHECK PAYMENT #022361	$50.00
CHECK PAYMENT #022623	$2,968.75
Total Payments	$3,018.75

Filing

CEQA - NOD — FILE #: 2025-000483 Date: 06/11/2025 2:45PM Pages: 4

State Receipt # 37-06/11/2025-0438

Fees:	Fish & Wildlife County Administrative Fee	$50.00
Fees:	Fish & Wildlife Mitigated/Negative Declaration	$2,968.75
Total Fees Due:		$3,018.75

Grand Total - All Documents: $3,018.75

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:
37-06/11/2025-0438
STATE CLEARING HOUSE NUMBER(*If applicable*)
2025050138

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
RAMONA MUNICIPAL WATER DISTRICT		06/11/2025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
SAN DIEGO	252-NOD-0059

PROJECT TITLE
RAMONA MUNICIPAL WATER DISTRICT / BARONA INDIAN TRIBE POTABLE AND RECYCLED WATER INFRASTRUCTURE PROJECT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL		PHONE NUMBER
RAMONA MUNICIPAL WATER DISTRICT			760-789-1330
PROJECT APPLICANT ADDRESS	**CITY**	**STATE**	**ZIP CODE**
105 EARLHAM STREET	RAMONA	CA	92065

PROJECT APPLICANT (*Check appropriate box*)

☐ Local Public Agency ☐ School District ☒ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$	0.00
☒ Mitigated/Negative Declaration (MND)/(ND)	$2,968.75	$	2,968.75
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$	0.00

☐ Exempt from fee
- ☐ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee(State Water Resources Control Board only)	$850.00	$	0.00
☒ County documentary handling fee		$	50.00
☐ Other		$	0.00

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other **TOTAL RECEIVED** $ 3,018.75

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	San Diego County Clerk, JESSADITH EDORA, Deputy

Payment Reference #: Check # 022361 and Check # 022623

VENDOR: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE 01648 | 06/05/2025 | 22623

DATE	INVOICE #	DESCRIPTION	AMOUNT
6/5/2025	06052025	CDFW FEE/NOTICE OF DETERMINATION/IS/MND BARONA WTR	2,968.75

CHECK TOTAL 2,968.75

VENDOR: CO SD/RECORDER/CO CLERK'S OFFICE 107 | 04/30/2025 | 22361

DATE	INVOICE #	DESCRIPTION	AMOUNT
4/30/2025	04302025	PROJ: #22119-3 CLERK FEE/FILING	50.00

CHECK TOTAL 50.00

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