



PO Box 675 • 61750 Chollita Road • Joshua Tree CA 92252  
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An Equal Opportunity Provider

JOSHUA BASIN WATER DISTRICT  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
WEDNESDAY OCTOBER 1, 2014 7:00 PM  
61750 CHOLLITA ROAD, JOSHUA TREE, CALIFORNIA 92252  
AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. DETERMINATION OF QUORUM

4. APPROVAL OF AGENDA

5. PUBLIC COMMENTS:

This public comment portion of this agenda provides an opportunity for the public to address the Board of Directors on items not listed on the agenda that *are of interest to the public at large* and are within the subject matter jurisdiction of this Board. The Board of Directors is prohibited by law from taking action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Board does not respond to public comments at this time. Comments that concern individual customer accounts are welcome, however we encourage doing so only after other administrative avenues for redress have been fully exhausted. In all cases, your concerns will be referred to the General Manager for review and a timely response.

Comments are to be limited to three minutes per speaker and shall not exceed a total of 20 minutes. All comments are to be directed to the Board of Directors and shall not consist of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during their comments. Public input may be offered on an agenda item when the item comes up for discussion and/or action. Members of the public who wish to speak shall proceed to the podium when called by the President of the Board. Please state your name and community of residence for the record.

6. CONSENT CALENDAR: Items on the Consent Calendar are considered routine in nature and will be adopted in total by one action of the Board of Directors unless any Board Member or any individual or organization interested in one or more consent calendar items wishes to be heard.

- A. Approve Draft Minutes of the September 17, 2014 Regular Meeting of the Board of Directors

Pg. 1-3

7. REVIEW AND APPROVE FIRST AMENDMENT TO THE HDMC AGREEMENT FOR OWNERSHIP AND OPERATION OF THE WASTE WATER TREATMENT PLANT

Recommend that the Board approve the Amendment.

Pg. 4-47

- Pg. 48-59 | 8. CHROMIUM 6 UPDATE  
Recommend that the Board receive General Overview Information Only.
- Pg. 60-62 | 9. DISCUSSION AND APPROVAL FOR THE GENERAL MANAGER TO PROCEED WITH  
HIRING A CHIEF OF OPERATIONS  
Recommend the Board's approval for the General Manager to find and hire a Chief of Operations.
- Pg. 63-68 | 10. AMEND THE BOARD'S BEST PRACTICES DOCUMENT  
Recommend that the Board approve and adopt the revised document.
11. STANDING:  
A. PUBLIC INFORMATION COMMITTEE: Director Luckman and President Fuller:  
Kathleen Radnich, Public Outreach Consultant to report.  
B. FINANCE COMMITTEE: President Fuller and Director Johnson
12. PUBLIC COMMENT  
At this time, any member of the public may address the Board on matters within the Board's jurisdiction that are not listed on the agenda. Please use the podium microphone. The Board may not discuss at length or take action on items not on the agenda.
13. DISTRICT GENERAL COUNSEL REPORT
14. GENERAL MANAGER REPORT
15. FUTURE DIRECTOR MEETINGS AND TRAINING OPPORTUNITIES  
A. Technical Advisory Committee Meeting - October 2, 2014 - 10:00 AM  
B. Mojave Water Agency Board of Directors – October 9, 2014 – 4:30 PM at JBWD
16. INDIVIDUAL DIRECTOR REPORTS ON MEETINGS ATTENDED
17. DIRECTORS COMMENTS/REPORTS
18. FUTURE AGENDA ITEMS
19. ADJOURNMENT

### INFORMATION

The public is invited to comment on any item on the agenda during discussion of that item.

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Joshua Basin Water District at (760) 366-8438, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 61750 Chollita Road, Joshua Tree, California 92252 during normal business hours.

*This meeting is scheduled to be broadcast on Time Warner Cable Channel 10 on October 8 at 7:00 pm and October 15 at 7:00 pm. DVD recordings of Joshua Basin Water District Board meetings are available at the District office and at the Joshua Tree Library*

JOSHUA BASIN WATER DISTRICT  
Minutes of the  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
September 17, 2014

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. DETERMINATION OF QUORUM:

Victoria Fuller	Present
Bob Johnson	Present
Mickey Luckman	Present
Mike Reynolds	Absent
Gary Wilson	Present

STAFF PRESENT: Susan Greer, Assistant General Manager/Controller  
Keith Faul, GIS Coordinator

CONSULTANTS PRESENT: Gil Granito, District Counsel  
Kathleen Radnich, Public Outreach Consultant

GUESTS 9

4. APPROVAL OF AGENDA

MSC Luckman/Johnson 4/0 (1 Absent) to approve the agenda for the September 3rd, 2014 meeting.

Fuller	Aye
Johnson	Aye
Luckman	Aye
Reynolds	Absent
Wilson	Aye

5. PUBLIC COMMENTS

None

6. CONSENT CALENDAR:

MSC Luckman/Johnson 4/0 (1 absent) to approve the consent calendar.

Fuller	Aye
Johnson	Aye
Luckman	Aye
Reynolds	Absent
Wilson	Aye

7. 4<sup>th</sup> QUARTER ENDING 6/30/14 FINANCIAL REPORT SUMMARY

Assistant General Manager Greer presented the 4<sup>th</sup> Quarter Ending 6/30/14 Financial Report Summary, which was received by the Board.

## 8. DISCUSS OPERATOR CERTIFICATION REQUIREMENTS

Assistant General Manager Greer explained the certification requirements and the training of employees. Also identified the certifications of all JBWD employees and ongoing training and renewals.

## 9. PRESENTATION ON CUSTOMER SERVICE FUNCTIONS AND RESPONSIBILITIES

Assistant General Manager Greer explained all of the responsibilities in detail of the Office Customer Service and the Field Customer Service each day.

Buck Buckley, ratepayer brought up theft issues. Buck lives on Sunfair area and has had his line tapped twice. His neighbor next store has stolen a water meter. Buck is concerned because all that is done is pull the meter and there was no prosecution.

Anthony Bowers, ratepayer communicated that he would like to request that the district standardize their language, specifically on the telephone to reflect the street name Chollita to be pronounced (Choy-ita). Also instead of water board to call ourselves Joshua Basin Water District.

## 10. STANDING COMMITTEES:

### A. PUBLIC INFORMATION COMMITTEE: Director Luckman and President Fuller

Kathleen Radnich gave Public Information Committee Report. The docent meeting is on September 19 at 3:00 pm at JBWD, the Tank Art Project is starting on October 7, the Chamber Mixer is at JBWD on October 11.

### B. FINANCE COMMITTEE: President Fuller and Director Johnson: No report.

## 11. PUBLIC COMMENT

Buck Buckley, Ratepayer commented on the operators that are trained and with new law in Sacramento, will that affect what they will be qualified to test? Also, talked about Chromium 6.

## 12. DISTRICT GENERAL COUNSEL REPORT

Gil spoke about the Groundwater Legislation "Sustainable Groundwater Management Act". Also, talked about Chromium 6 updates.

## 14. GENERAL MANAGER REPORT

Assistant General Manager Greer talked about the storm in Joshua Tree yesterday and read a report from Jim Corbin, Distribution Supervisor. Several mainlines were exposed. Many areas were flooded and additional staff was called in for various troubleshooting. We have a dedicated field crew. Also, the District had damage to the demo garden and will be closed for a few days.

Assistant General Manager Greer talked about the audit. The auditors spent only two days at District this year which is the result of significant advance preparation of our staff. No issues or concerns were identified. Will be taking a draft of audit report to the Finance Committee. Thanks to our accountant, Anne Roman for her diligent effort and long hours.

Regarding Chromium 6, we are preparing a pre-application for State revolving fund for Chromium 6 treatment.

Gave Recharge Project update.

Assistant General Manager Greer spoke about Karl Wyne who was killed in the storm yesterday and talked about his contribution when he was Director at JBWD. Condolences to Karl's wife and family and friends.

15. FUTURE DIRECTOR MEETINGS AND TRAINING OPPORTUNITIES

Mojave Valley Agency meeting on 2<sup>nd</sup> Thursday, October 9<sup>th</sup> at 4:30 pm at JBWD.

16. INDIVIDUAL DIRECTOR REPORTS ON MEETINGS ATTENDED

None

17. DIRECTORS REPORT

Director Wilson talked about Karl Wyne's contribution and expressed condolences to wife and family.

Director Johnson expressed condolences to the Wyne family and his services to the district. Special thanks for Curt's updates and thanks to Anne Roman for her excellent job in the Finance Committee.

Director Luckman expressed condolences to the Wyne family.

Director Fuller expressed condolences to Wyne family. Also gave acknowledgement to staff for great job responding to the rain storm and the also the General Manager updating everyone.

18. FUTURE AGENDA ITEMS

No future agenda items

19. ADJOURNMENT 7:59 PM

MSC Luckman/Reynolds 4/0 (1 absent) to adjourn the Regular Meeting of the Board of Directors of September 17, 2014 in honor of Karl Wyne

Fuller	Aye
Johnson	Aye
Luckman	Aye
Reynolds	Aye
Wilson	Aye

Respectfully submitted:

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Curt Sauer, General Manager and Board Secretary

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

Report to: President and Members of the Board

October 1, 2014

Prepared by: Curt Sauer *CS*

TOPIC: Review and Approve First Amendment to the HDMC Agreement for Ownership and Operation of the Waste Water Treatment Plant

RECOMMENDATION: Recommend the Board approve the Amendment.

ANALYSIS: On July 1, 2012 High Desert Medical Center (HDMC) and the District (JBWD) entered into an agreement for JBWD to construct and operate, principally for HDMC's benefit, a waste water treatment plant. Initially, this Agreement stipulated that after completion of the Phase 1 project, JBWD would take ownership of the plant.

On September 4, 2013, in response to a request from HDMC to retain ownership of the Plant, the Board authorized the acting general manager to work with Counsel to modify the Agreement to allow HDMC to retain ownership of the Plant.

The First Amendment to the Agreement, contained in your packet, is the result of several meetings between HDMC and JBWD managers, with input from both parties' Counsel. HDMC has paid all costs incurred during phase 1 construction.

All direct costs incurred by the District to operate the Plant for HDMC will be the responsibility of HDMC. These costs are described in Section 7(b) of the Amendment. Additionally, a 22.5 percent administrative overhead fee will be paid by HDMC to cover indirect costs of operating the Plant. Section 14 outlines the scope of services under which JBWD shall operate the Package Plant, indemnification of HDMC and co-insurance of HDMC through JPIA relative to the operation of the Plant.

This Amendment contains essentially all the agreements reached in the original Agreement, with the exception that HDMC will own the Plant.

We have discussed this Amendment with LAFCO, ACWA-JPIA and California Regional Water Quality Control Board. As long as JBWD retains operational control of the Plant, LAFCO is not concerned with the change in ownership. ACWA-JPIA has no concerns with the Amendment as written. CRWQCB has stated that the original waste discharge requirements will still apply regardless of ownership.

STRATEGIC PLAN ITEM: NA

FISCAL IMPACT: Direct costs will be billed to HDMC. Approximately \$18,000 in administrative overhead will offset indirect district costs of operating the plant.

Recording Request by  
When Recorded Return to

JOSHUA BASIN WATER DISTRICT  
Attn: Curt Sauer, General Manager  
P.O. Box 675  
Joshua Tree, CA 92252-0675

No Recording Fee per Govt. Code §27383

(Space Above Line for Recorder Use Only)

### FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("**Amendment**") is made this 1st day of September, 2013, for identification purposes only ("**Effective Date**") by and between JOSHUA BASIN WATER DISTRICT, a public agency of the State of California ("**JBWD**"), and HI-DESERT MEDICAL CENTER, a public agency of the State of California ("**HDMC**"). JBWD and HDMC are referred to in this Amendment collectively as the "**Parties**" and each individually as a "**Party**."

#### RECITALS

A. JBWD and HDMC entered into that certain agreement dated July 1, 2012 ("**Agreement**"), wherein the Parties set forth certain commitments and agreements with respect to (i) the design, construction, ownership and financial contributions of the Parties concerning the Package Plant (as defined in the Agreement), and (ii) the provision of sanitary sewer service to the Project (as defined in the Agreement). The Agreement was recorded on January 28, 2013, as Document No. 2013-0036532 in the Official Records of San Bernardino County, California.

B. The Parties agree to amend and supplement the Agreement on the terms and conditions set forth herein.

C. Each initially capitalized term shall have the meaning given it in the Agreement, unless specifically defined herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO AMEND AND SUPPLEMENT THE AGREEMENT AS FOLLOWS:**

1. The Agreement provides that JBWD shall construct the Project in two (2) phases. The Agreement is hereby amended to provide that only Phase 1 of the Project shall be constructed. Neither Party shall have any responsibility or liability for the planning, design or construction of Phase 2 of the Project or any matter or duty in connection with Phase 2. In the event the Parties decide to expand the Project at a later date, the Parties will enter into an



agreement for the design and construction thereof on the terms and conditions as shall be acceptable to the Parties.

2. (a) The Agreement provides that upon the construction and installation of the Phase 1 Improvements, the facilities constructed as part of Phase 1 of the Improvements shall be owned by JBWD. The Agreement required HDMC to execute and deliver to JBWD a bill of sale for the Phase 1 Improvements in such form and content as reasonably determined by the Parties. The Parties hereby modify and amend the Agreement to provide that HDMC is the owner of the Phase 1 Improvements. It is the intention of the Parties that this Amendment vest ownership of the Phase 1 Improvements in HDMC. Any bill of sale or other transfer documentation executed by the Parties, if any, is agreed to be void and ineffective.

(b) HDMC acknowledges and agrees that JBWD has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Phase 1 Improvements including, without limitation, the implied warranties of title, merchantability and fitness for a particular purpose. HDMC further acknowledges and agrees that to the maximum extent permitted by law, HDMC accepts ownership of the Phase 1 Improvements on an "AS-IS" condition and "AS-IS" basis with all faults, and that JBWD has no obligation with respect to the condition of the Phase 1 Improvements. Notwithstanding the foregoing, JBWD shall assign to HDMC, to the extent assignable by law, all express and implied warranties in favor of JBWD, received from or claims against consultants or contractors planning, designing or constructing the Phase 1 Improvements.

(c) No person on behalf of JBWD is authorized to make, and by execution hereof, HDMC acknowledges that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Phase 1 Improvements or the construction, physical condition or other status of the Phase 1 Improvements. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of JBWD with respect to the condition of the Phase 1 Improvements which is not contained in this Amendment, will be valid or binding on JBWD.

(d) HDMC hereby waives its right to recover from and fully irrevocably releases JBWD, its employees, officers, directors, representatives, agents, servants, attorneys, affiliates, parent, subsidiaries, successors, and assigns, and all persons, firms, corporations and organizations in its behalf ("**Released Parties**") from any and all claims that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or causes of action arising from or related to any construction defects, errors, omissions or other conditions, latent or otherwise, including environmental matters, affecting the Phase 1 Improvements, or any portion thereof. This release includes claims of which HDMC is presently unaware or which HDMC does not presently suspect to exist which, if known by HDMC, would materially affect HDMC's release of JBWD. HDMC specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO

EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

In this connection and to the extent permitted by law, HDMC hereby agrees, represents and warrants that HDMC realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and HDMC further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that HDMC nevertheless hereby intends to release, discharge and acquit JBWD from any such unknown cause of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to JBWD by HDMC in exchange for JBWD's performance hereunder and under the Agreement (as amended). Notwithstanding the foregoing, nothing in this release shall forfeit or waive any possible claims by HDMC or JBWD against the contractor or subcontractors, architect, engineer, materialmen or suppliers hired by JBWD, or any warranties, rights or guaranties obtained or granted or related to the construction of the Improvements by such contractors, subcontractors, architects, engineers, materialmen and suppliers. JBWD shall not be required to expend any money or take any action in pursuit of such claims

3. The Agreement provides that HDMC shall be responsible for the cost of the design, construction and installation of the Phase 1 Improvements and any matter having to do with the same, including, without limitation, compliance with environmental laws and requirements and the cost of Entitlements. HDMC agrees to pay the actual reasonable attorneys' fees and costs ("**Fees and Costs**") incurred by JBWD in advising, structuring, drafting, reviewing, or concerning this Amendment.

4. HDMC hereby grants to JBWD a license for the terms of this Agreement over the HDMC Property for the purpose of exercising the rights and/or responsibilities of JBWD pursuant to the Agreement (as amended) in such form and content as set forth in Exhibit "A" attached hereto and by this reference incorporated ("**License Agreement**"). The Parties had executed and recorded an easement pursuant to the intent of the original Agreement, when the ownership of the Package Plant would have been vested in JBWD but since the Package Plant and the HDMC Property are both vested in HDMC, no such easement is necessary. Instead, such easement shall be terminated by the quitclaim deed attached hereto as Exhibit "B" and by this reference incorporated herein ("**Quitclaim Deed**"). The Quitclaim Deed and License Agreement shall be recorded concurrently within five (5) days after the Effective Date in the Official Records of San Bernardino County, California. HDMC agrees to cooperate, coordinate and communicate with JBWD and cause its agents and representative to do so, in order that JBWD may carry out the duties and obligations set forth in the Agreement and this Amendment.

5. (a) Section 8 of the Agreement is hereby deleted in its entirety.

(b) JBWD agrees that it shall take all commercially reasonable steps to assure that the Package Plant shall meet all requirements of the CRWQCB and that such plant shall be

operated in such commercially reasonable fashion to appropriately handle the waste water of HDMC in compliance with waste water requirements and all other applicable requirements. JBWD shall operate and maintain the Phase 1 Improvements on behalf of HDMC and cause sanitary service through the Phase 1 Improvements for the HDMC Property. Notwithstanding the foregoing, JBWD shall not be liable for its nonperformance or delayed performance or responsibility to operate the Phase 1 Improvements, or provide sanitary service through the Phase 1 Improvements for the HDMC Property, if caused by an event, circumstance, or act of a third party that is beyond JBWD's reasonable control, such as an Act of God, an act of the public enemy, an act of a governmental entity, strikes or other labor disturbances, failure to perform by contractors, operators or subcontractors, hurricanes, earthquakes, fires, floods, epidemics, embargos, war, riots, or any other similar cause ("**Force Majeure**"). During any of the foregoing events, JBWD's obligations under the Agreement (as amended) shall be suspended to the extent and for the time performance thereof is affected by such act.

(c) The Parties hereby agree that JBWD shall operate and maintain the Phase 1 Improvements with its own employees or it may subcontract the work to a licensed, qualified third party, provided JBWD gives notice to HDMC of such contract at least ten (10) business days prior to the contract commencement and such contractor's entry on HDMC's premises, and JBWD provides a copy of any such contract to HDMC with such notice. As of the Effective Date, JBWD has entered into an agreement dated November 5, 2013, with Water Quality Specialists to operate and maintain the Phase 1 Improvements. JBWD is not released from its liability under this Agreement by any subcontractor or third party operator actions unless such party assumes this Agreement and HDMC expressly releases JBWD from same. In the event JBWD contracts with any third parties for the operation, maintenance, repair or replacement of the Phase 1 Improvements, such agreements shall include the following: (i) HDMC shall be named as an indemnified party under all indemnifications in favor of JBWD; (ii) HDMC shall be named as additional insured on any commercial general liability policy; and (iii) JBWD shall ensure that the third party operators shall be made aware of this Agreement and agree to comply with same to the extent applicable. JBWD indemnifies, holds harmless and defends HDMC as more particularly set forth in Section 14 (d) of this Amendment.

6. Section 9(a)(i) of the Agreement provides for the payment of a capacity fee. Such section provides an option in favor of HDMC to pay the capacity fee prior to the provision of sanitary service or execution and payment of the capacity fees pursuant to the Payment Agreement. HDMC has elected to pay the capacity fee pursuant to the Payment Agreement which HDMC has executed and delivered to JBWD.

7. (a) Section 9(a)(ii) of the Agreement is hereby deleted in its entirety.

(b) HDMC shall pay or reimburse JBWD for all costs and expenses arising out of or in connection with the operation, maintenance, repair and replacement of the Phase 1 Improvements which shall include payments to third parties which are required even if the Phase 1 Improvements are not operational in whole or in part, due to Force Majeure. The costs and expenses for which JBWD shall be reimbursed includes, without limitation, the cost of operators of the Phase 1 Improvements (including any and all insurance costs required by JBWD and all other costs incurred by the operator pursuant to the agreement between JBWD and the

operator), as well as, the cost of contractors, consultants and agents retained by JBWD, including engineers. In the event JBWD desires to complete any work with its own forces, it may do so and charge such amount as shall reasonably be determined by JBWD including staff, salaries and/or benefits of JBWD's employees. Such costs include, without limitation, labor, overhead, Entitlements, testing, materials, chemicals, electricity (or other public utility costs), supplies, parts and equipment, including testing and monitoring equipment. A twenty-two and one-half percent (22.5%) administrative charge shall be added to each invoice and paid to JBWD by HDMC. JBWD shall have the right to increase or decrease the administrative charge upon ninety (90) days prior written notice to HDMC ("**Increase Notice**"), provided that (i) HDMC shall have the right to terminate this Agreement within sixty (60) days of receipt of the Increase Notice if it determines that an increase in the administrative charge is unreasonable, and (ii) the Agreement (as amended) will not terminate until HDMC has obtained all entitlements to operate the Package Plant from all governmental agencies having jurisdiction over the Package Plant, including entitlements from the County of San Bernardino and the California Regional Water Quality Board, Colorado River Basin Region. No such change shall occur within the first two years after date the Package Plant went into operation, which is September 1, 2013, and the administrative charge shall be reviewed at least every two years thereafter. The provisions of Section 13 of this Amendment shall be applicable to such termination. Notwithstanding the foregoing, JBWD may, after receipt of such termination notice, withdraw the Increase Notice and the termination by HDMC hereunder shall be deemed withdrawn. In the event JBWD has not withdrawn the termination notice, but HDMC has not obtained all of the entitlements by the ninetieth day (90<sup>th</sup>) after the Increase Notice, the increase set forth in the Increase Notice shall go into effect on the ninety-first (91<sup>st</sup>) day after the Increase Notice and said increase shall stay in effect until the Agreement (as amended) is terminated which is the date HDMC receives the required entitlements; provided that until the termination of this Agreement, the administrative charge is subject to further increases or decreases pursuant to the terms of this subsection. Payment of any invoices submitted by JBWD shall be submitted quarterly for payment. All payments, including, but not limited to Fees and Costs, shall be due no later than the thirtieth (30<sup>th</sup>) day after receipt of the invoice by HDMC ("**Due Date**"). On the execution of this Amendment, JBWD shall submit an invoice to HDMC for the required payments from the Effective Date through \_\_\_\_\_, 2014. Thereafter, invoices shall be submitted quarterly by JBWD.

(c) HDMC shall deposit with JBWD on the Effective Date, the sum of Twenty-Eight Thousand Dollars (\$28,000.00) ("**Deposit**"). JBWD shall have the right to increase or decrease the Deposit upon ninety (90) days' prior written notice to HDMC ("**Deposit Increase**"); provided that (i) HDMC shall have the right to terminate the Agreement within thirty (30) days of receipt of the Deposit Notice if it determines that an increase in the Deposit is unreasonable pursuant to the termination provisions of Section 13 of this Amendment, and (ii) the Agreement (as amended) will not terminate until HDMC has obtained all entitlements to operate the Package Plant from all governmental agencies having jurisdiction over the Package Plant, including entitlements from the County of San Bernardino and the California Regional Water Quality Board, Colorado River Basin Region. Notwithstanding the foregoing, JBWD may, after receipt of such termination notice, withdraw the Deposit Notice and the termination by HDMC hereunder shall be deemed withdrawn. In the event JBWD has not withdrawn the termination notice, but HDMC has not obtained all of the entitlements by the ninetieth day (90<sup>th</sup>) after the

Deposit Increase, the increase set forth in the Deposit Increase shall go into effect on the ninety-first (91<sup>st</sup>) day after the Deposit Increase and said increase shall stay in effect until the Agreement (as amended) is terminated which is the date HDMC receives the required entitlements; provided that until the termination of this Agreement, the deposit is subject to further increases or decreases pursuant to the terms of this subsection. The Deposit may be used to pay any invoice cost pursuant to Amendment Section 7(b) above if not paid on the Due Date. JBWD shall not be required to keep the Deposit separate from its general funds and HDMC shall not be entitled to interest on the Deposit. If there are any funds left in the Deposit after the termination of the Agreement (as amended), such excess shall be returned to HDMC. If Deposit funds are used as provided herein, HDMC shall, within thirty (30) days after written demand therefor, deposit cash with JBWD in an amount to replenish the Deposit. HDMC may request an accounting as to the status of the account and all deposits and expenditures at any time, and JBWD shall provide such accounting no later than thirty (30) days from the request.

(d) Nothing in this Agreement shall obligate JBWD to make any payment for the acquisition, construction, maintenance, operation, and monitoring of the Package Plant or for the conveyance, treatment, and disposal of or reuse of wastewater received from the Package Plant other than moneys or revenues deposited into the JBWD account and related construction funds paid by HDMC.

(e) (i) HDMC hereby authorizes JBWD to make repairs or replacements of the Phase I Improvements which JBWD reasonably believes shall not exceed the sum of Twenty-Five Thousand Dollars (\$25,000) ("**Threshold Amount**") without the consent of HDMC. In the event, that JBWD reasonably believes that a repair or replacement cost shall exceed the Threshold Amount, JBWD shall give HDMC notice of the same. HDMC shall have ten (10) business days after receipt of notice to approve or disapprove of such costs, except in the case of an Emergency, (as determined by JBWD in its sole and absolute discretion), in which case HDMC shall have eight (8) hours to approve or disapprove of such cost. An "**Emergency**" means an unplanned and unanticipated event, which threatens the continued functioning of the Package Plant. During an Emergency, JBWD may conduct any Emergency Repair to any unit of equipment or facility of the Package Plant, without obtaining the prior approval from HDMC. Failure of HDMC to approve or disapprove of such costs within the foregoing time periods shall be deemed approval thereof by HDMC. JBWD shall have no responsibility or liability whatsoever arising out of or in connection with the failure to make a repair or replacement during the time period in which HDMC is considering the approval or disapproval, or in the event HDMC elects not to make a repair or replacement hereunder and HDMC shall indemnify, defend and hold harmless the Released Parties from and against any and all losses, demands, damages, liabilities, claims, costs or fees (including, but not limited to, reasonable attorneys' fees) of any kind or nature from the same.

(ii) HDMC shall be responsible for all approved or deemed approved costs for repair or replacement incurred by JBWD in connection with its duties under the Agreement (as amended), which may include, but are not limited to, subcontractors, vendors, third parties, consumables, equipment, parts, materials and services, except for such events or costs caused by the negligence or willful misconduct of JBWD or breach of JBWD's obligations

in this Agreement. The Parties agree that the requirements under Section 5(c) of the Amendment shall not affect the obligations of HDMC under Section 10 of the Agreement.

8. Section 9(b) of the Agreement is hereby deleted in its entirety.

9. Section 10(a)(iii) of the Agreement is hereby deleted in its entirety.

10. The election of HDMC to take over the ownership of the Package Plant in Section 10(d) of the Agreement is hereby deleted in its entirety.

11. Section 11 of the Agreement is hereby deleted in its entirety. Upon the completion of the hook-up of the HDMC Property to the Treatment Plant in accordance with the rules, regulations, ordinances, policies and procedures developed by JBWD, the Agreement (as amended) shall terminate. The termination of the Agreement (as amended) shall not relieve either Party of its obligations to be performed under the Agreement (as amended) prior to or after the termination.

12. Section 12 of the Agreement is hereby deleted in its entirety.

13. The Agreement (as amended) shall remain in perpetuity, except as otherwise provided herein; provided that the Agreement (as amended) may be terminated with or without cause on sixty (60) days prior written notice by either Party to the other. The termination of the Agreement (as amended) shall not relieve either Party of its obligations to be performed under the Agreement (as amended) prior to or after the termination.

14. Scope of Services.

(a) Wastewater Treatment Services. Upon completion of the Phase 1 Improvements, JBWD shall operate the Package Plant in such a way as to convey, treat, and dispose of or reuse all wastewater in compliance with all applicable Laws and waste discharge requirements (“WDRs”) of the California Regional Water Quality Control Board – Colorado River Basin Region and in accordance with recognized and sound engineering practices. The WDRs are attached hereto as Exhibit “C” and by this reference incorporated herein. The WDRs refer to JBWD and HDMC collectively as the “discharger.” Notwithstanding the foregoing, the Parties hereby agree that JBWD shall undertake the operational duties of the discharger required under the WDRs during the term of the Agreement, whether done directly or through an operator. JBWD warrants that all work and services to be performed hereunder will be performed in a competent, professional and satisfactory manner. JBWD shall use qualified personnel who meet federal and State licensing and certification requirements, or may subcontract for same pursuant to Amendment Section 5(b) above. More particularly, JBWD warrants that all services supplied by JBWD shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades, professions and, as applicable, certifications. Except as specifically expressed in the Agreement (as amended), as operator and manager of the Package Plant, JBWD shall undertake and be responsible for all compliance with applicable Laws and the WDRs with respect to operation and maintenance of the Package Plant, including all federal State and local approvals, licenses, and certifications. JBWD shall, in accordance with applicable Laws, regulations and ordinances, obtain and maintain (or

subcontract with others to satisfy) at HDMC's cost and expense, all licenses and certifications required to accomplish the work and services provided herein.

(b) Notification. JBWD will notify all applicable governmental agencies of any unauthorized release of influent into the environment from the Package Plant.

(c) Water. Until completion of the centralized Treatment Plant and connection of the Project thereto, HDMC shall hold the exclusive right to all water produced from the wastewater delivered to the Package Plant and any revenues generated therefrom, subject to (i) any required treatment, permits, licensing in accordance with all Laws, and (ii) so long as HDMC builds such facilities as are necessary in JBWD's reasonable opinion, to take the water from the Package Plant. HDMC acknowledges that the project is required to connect to the centralized Treatment Plant within a reasonable time after notice from JBWD. HDMC further acknowledges that although it has exclusive rights to the water produced from the Package Plant during the time periods set forth herein, that such water shall only be used on the HDMC Property and not distributed to any third parties off the HDMC Property.

(d) Indemnification. JBWD agrees to defend, indemnify and hold harmless HDMC, its directors, agents, officer and employees, from all costs, claims, and fines, penalties, damages, liability and claims of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, discharges, caused by or arising out of or relating to the operation of the Package Plant, or any negligent act, error or omission, or willful misconduct of JBWD, its officers or employees, or any other agent (including third party operators or contractors engaged by JBWD to operate the Package Plant) acting pursuant to its control and performance under this Agreement. "Law(s)" shall mean all laws, ordinances, orders, regulations, rules, resolutions and other governmental requirements relating to the construction, use, ownership, operation, maintenance and repair of the Package Plant which may now or hereafter be in force. This indemnity shall survive the termination of the Agreement for a period of three (3) years:

(e) Insurance.

i. Public Liability and Property Damage Insurance.

JBWD is a member of the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA"). The JPIA is a partnership of water agencies which provides risk sharing pools to meet the needs of its member agencies for property and liability purposes. JBWD has added to its policy through the JPIA, the Agreement, as amended by this Amendment, which covers JBWD's operation and maintenance of the Package Plant. JBWD has concurrently herewith named HDMC as an additional insured on such JPIA policy. In the event JBWD's membership with JPIA is terminated, JBWD shall use commercially reasonable efforts to obtain and maintain standard comprehensive general liability insurance policies naming HDMC as an additional insured at such amounts and on such terms as such shall be reasonably requested by HDMC. Said policy or policies shall provide coverage in the minimum liability limits of [\$1,000,000] for personal injury or death of each person and [\$3,000,000] for personal injury or deaths of two or more persons in a single accident or event, and in a minimum amount of [\$250,000] for damage to property (subject to a deductible clause of not to exceed [\$200,000] per claim) resulting from a single accident or event. Such public liability and property damage

insurance may, however, be in the form of a single limit policy in the amount of [\$3,000,000] covering all such risks. All such policies shall provide that HDMC shall be given thirty (30) days notice of each expiration thereof, any intended cancellation thereof or reduction or amendment of the coverage provided thereby. HDMC shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by HDMC.

ii. Casualty Insurance. JBWD has no responsibility to maintain casualty and fire insurance on the Package Plant. HDMC shall have sole responsibility for such coverage.

(f) Ownership of Work Product. All materials which JBWD is required to prepare and/or develop in the performance and completion of the services to be provided hereunder shall be the property of both JBWD and HDMC without limitation when made whether the work for which they are made is completely or partially executed. HDMC shall, at all times, have access to JBWD's work product developed under the Agreement whenever in preparation and JBWD shall facilitate such access and inspection thereof.

(g) Notification. In the event of an eminent problem that could impact the quality or quantity of work, services or the level of performance under the Agreement, JBWD shall within one (1) business day of actual knowledge of such problem notify HDMC, in writing (which may be by e-mail).

(h) Independent Contractor. JBWD's relationship to HDMC shall be that of an independent contractor. JBWD shall not have the power to obligate or bind HDMC in any manner provided that HDMC shall be required to pay or reimburse JBWD for all costs and expenses incurred by JBWD as set forth in the Agreement, as amended.

15. Each of the following shall constitute an event of default under the Agreement:

(a) Failure to make a payment when due under this Agreement (as amended);

(b) Failure to perform or observe any other term, covenant or understanding to be performed or observed, and such default continues for forty-five (45) days from a notice of default being sent in a manner provided in Section 13(a) of the Agreement; provided that if such a default is of a nature which cannot be cured within the forty-five (45) day period, no default shall exist if the Party initiates a cure within the forty-five (45) day period and diligently and continuously prosecutes the cure to completion.

In the event of a default by a Party, the non-defaulting Party shall have any remedy provided by law or equity.

16. Section 13(i) of the Agreement is hereby deleted and replaced by the following:

"If any amount due JBWD hereunder is not paid when due, HDMC shall pay to JBWD an additional five percent (5%) for each payment due as an administrative processing



charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that JBWD will incur by reason of late payment by HDMC. Acceptance of any late charge shall not constitute a waiver of HDMC's default with respect to the overdue amount or prevent JBWD from exercising any of the other rights and remedies available to JBWD. Any payment not paid when due shall bear simple interest at the rate of ten percent (10%) per annum (provided such amount shall not exceed the maximum rate allowed under California law) from the date due until paid in full."

17. Except as amended and supplemented in Sections 1 through 16 above, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Amendment.

IN WITNESS WHEREOF, HDMC and JBWD have caused this Amendment to be executed as of the day and year first above written.

**HDMC:**

Hi-Desert Medical Center,  
a public agency of the State of California

By \_\_\_\_\_

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

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

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

**JBWD:**

Joshua Basin Water District,  
a public agency of the State of California

By \_\_\_\_\_

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

**EXHIBIT LIST**

EXHIBIT "A"

LICENSE AGREEMENT

EXHIBIT "B"

QUITCLAIM DEED

EXHIBIT "C"

WDRs

EXHIBIT "A"  
LICENSE AGREEMENT

Recording Requested By and  
when Recorded Return to:

Joshua Basin Water District  
P O Box 675  
Joshua Basin CA 92252

Attn: General Manager

This Document Must Be Signed in  
the Presence of Notary & Notarized.

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**No Recording Fee Required Pursuant to Government Code Section 27383**

**APN**

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date") by and between Joshua Basin Water District, a public agency of the State of California ("JBWD") and Hi-Desert Medical Center, a public agency of the State of California ("HDMC"). JBWD and HDMC are sometimes referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. HDMC is the owner of certain real property located in the County of San Bernardino, State of California and legally described on Exhibit "A" attached hereto and by this reference incorporated herein ("HDMC Property").

B. JBWD and HDMC entered into that certain agreement dated July 1, 2012 ("Agreement"), wherein the Parties set forth certain commitments and agreements with respect to (i) the design, construction, ownership and financial contributions of the Parties concerning the Package Plant (as defined in the Agreement), and (ii) the provision of sanitary sewer service to the Project (as defined in the Agreement). The Agreement was recorded on January 28, 2013, as Document No. 2013-0036532 in the Official Records of San Bernardino County, California.

C. Pursuant to the Agreement District, the parties executed, acknowledged and recorded a grant of easement ("Grant of Easement") which provided that JBWD owned an easement ("Easement") to install, construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate the Package Plant.

D. Concurrently herewith the Parties have executed an amendment to the Agreement ("Amendment"), which provides, in part, that HDMC shall own and JBWD shall operate and maintain the Package Plant. In acknowledgment of the foregoing, the Parties have agreed to execute, acknowledge and record a quitclaim deed to remove the lien of the Grant of Easement.

E. In lieu of the Easement, HDMC hereby grants a license to JBWD to install , construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate the Package Plant on terms and conditions set forth herein.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED THE PARTIES AGREE AS FOLLOWS:**

1. HDMC hereby grant to JBWD and its employees, agents and contractors a license to operate, inspect, maintain, repair and replace the Package Plant, including, but not limited to, pipelines, connections, structures and appurtenances thereto, in, on, over, under, upon, along, through and across that portion of the HDMC Property described and/or depicted on Exhibit "A" attached hereto and made a part hereof ("License Area"), together with reasonable right of access to and from said license for purposes of exercising the rights granted herein.

2. HDMC retains the right to the use of the License Area except as to any use in derogation of the license contained herein or which interferes with JBWD's use of the License Area, and specifically agrees that no trees shall be planted thereon and no buildings, improvements or structures of any kind will be placed, constructed, or maintained over the License Area or any use will be made of the License Area by HDMC without the prior reasonable written consent of JBWD.

3. HDMC hereby agrees that HDMC shall have no right to grant any third party, the right to use the License Area (whether permanent or temporary), without the prior reasonable written consent of JBWD in each instance. The term "use of the License Area" shall include, without limitation, easements, licenses, encroachment permits, leases, subleases, rental agreements or any similar right in connection with the License Area, provided however, that any general assignment of this License resulting from a sale or lease of the entire property owned by HDMC (of which the Package Plant is a part) shall not require any consent by JBWD.

4. This License Agreement shall terminate on the termination of the Agreement (as amended).

IN WITNESS WHEREOF, HDMC and JBWD have caused this License Agreement to be executed as of the day and year first above written.

**HDMC:**

Hi-Desert Medical Center,  
a public agency of the State of California

By \_\_\_\_\_

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

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

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

**JBWD:**

Joshua Basin Water District,  
a public agency of the State of California

By \_\_\_\_\_

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

**EXHIBIT "A" TO LICENSE AGREEMENT**

**LEGAL DESCRIPTION**

STATE OF CALIFORNIA            )  
  )        ss  
COUNTY OF                                    )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA            )  
  )        ss  
COUNTY OF                                    )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

EXHIBIT "B"  
QUITCLAIM DEED



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

HI-DESERT MEDICAL CENTER  
Attention:

---

(Space above this line for Recorder's Use)

APN:

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JOSHUA BASIN WATER DISTRICT, a public agency of the State of California ("JBWD"), does hereby remise, release and forever quitclaim to HI-DESERT MEDICAL CENTER, a public agency of the State of California all of its right title and interest in that certain Grant of Easement attached hereto as Exhibit "A" recorded on \_\_\_\_\_, 201\_, as Document No. \_\_\_\_\_, in the Official Records of San Bernardino County, California. \_\_\_\_\_

JOSHUA BASIN WATER DISTRICT,  
a public agency of the State of California

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT "A"  
GRANT OF EASEMENT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Quitclaim Deed from JOSHUA BASIN WATER DISTRICT, a public agency of the State of California to HI-DESERT MEDICAL CENTER, a public agency of the State of California, is hereby accepted by order of the HI-DESERT MEDICAL CENTER on the date below and HI-DESERT MEDICAL CENTER consents to the recordation thereof by its duly authorized officer or agent.

DATED:

HI-DESERT MEDICAL CENTER,  
a public agency of the State of California

By: \_\_\_\_\_  
Secretary of the Board of Directors of  
Hi-Desert Medical Center

State of California            )  
  ) ss  
County of                        )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for Said County and State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

EXHIBIT "C"

WDRs

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

BOARD ORDER R7-2012-0006

**WASTE DISCHARGE REQUIREMENTS  
FOR**

**HI-DESERT MEMORIAL HEALTH CARE DISTRICT, LAND OWNER  
JOSHUA BASIN WATER DISTRICT, OWNER/OPERATOR  
HI-DESERT MEDICAL CENTER WASTEWATER TREATMENT FACILITY  
City of Joshua Tree – San Bernardino County**

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board) finds that:

1. Joshua Basin Water District (JBWD), 61750 Chollita Road, Joshua Tree, CA 92252, submitted a Report of Waste Discharge (ROWD), dated July 12, 2010, to discharge treated domestic wastes via seepage pits generated by the Hi-Desert Medical Center (HDMC), located at 6601 White Feather Road, Joshua Tree, CA 92252, in San Bernardino County, as shown in Attachment A, attached hereto and made part of this Order by reference. An Engineering Report, dated August 2010, was submitted in support of the ROWD.
2. Hi-Desert Memorial Health Care District (HDMHCD) owns and operates an existing medical center in the community of Joshua Tree, consisting of the main hospital, an education center, and a continuing care center. The medical center is located on Assessor's Parcel Numbers 060-406-120, 060-406-103 and 060-406-104.
3. JBWD (WWTF owner and operator) and HDMHCD (land owner) propose to build and operate a Wastewater Treatment Facility (WWTF) to treat domestic wastewater generated at HDMC. JBWD and HDMHCD, as the responsible parties for the proposed WWTF, are hereinafter, either individually or jointly, referred to as the Discharger.
4. JBWD and HDMHCD are to enter into an Agreement to set forth commitments and agreements between the agencies with respect to the financial contributions, design, construction, operation and maintenance concerning the WWTF. JBWD would design, build, own and operate the Phase I wastewater treatment plant. HDMHCD would pay for all of the cost to design, build and operate the plant. HDMHCD is to remain the legal land owner, but is to provide an easement to JBWD for the purpose of construction, operation and maintenance of the WWTF. Under the terms of the Agreement, JBWD will be the owner and operator of the WWTF, and as such, is responsible for the day-to-day compliance with this Order. However, HDMHCD, as the land owner, is also jointly responsible for complying with the terms of this Order.
5. Currently, domestic wastewater from the medical center is treated in septic tanks and disposed of in seepage pits. HDMHCD proposes to expand the medical facilities, abandon the septic tanks, and treat the center's current and projected wastewater flows with a package plant, and dispose the effluent from the package plant through seepage pits. The expansion consists of Phases 1 and 2, which include 25,000 square-feet of

additional medical facilities and have a projected completion date of 2015. HDMHCD may further expand the care center following completion of Phases 1 and 2. This Order addresses the current wastewater flows and Phase 1 projected flows.

### Wastewater System and Discharge

6. HDMC is currently enrolled under General Board Order 97-500 for on-site subsurface disposal systems. Domestic wastewater generated at the facility is currently treated in septic tanks and disposed of through seepage pits. The existing septic system consists of:
  - a. HDMC east: one 31,500 gallon septic tank, 14 four-foot diameter and 40-foot deep seepage pits, nine six-foot diameter and 20-foot deep seepage pits;
  - b. HDMC west: one 7,500 gallon septic tank, four 1,500 gallon septic tanks and nine seepage pits;
  - c. Continuing Care Center: six septic tanks with a total capacity of 26,200 gallons and sixteen seepage pits;
  - d. HDMC south: two four-foot diameter and 40-foot deep seepage pits for disposing cooling tower discharge only.
7. The Discharger adopted its Wastewater Treatment Strategy in June 2009. This strategy defined the steps by which the Discharger will transition septic treatment systems to localized package treatment systems, and ultimately to a centralized collection and treatment system. In compliance with this strategy, the Discharger proposes to build a new wastewater treatment facility (WWTF) to service the existing 124,356 square foot medical center and the proposed 25,000 square foot expansion. The WWTF will treat an average of 52,000 gallons per day (gpd), a maximum of 73,000 gpd, and a peak flow of 130,000 gpd of domestic sewage generated by the medical center.
8. The WWTF will consist of a packaged upflow sludge blanket filtration treatment system. The treatment process is a modification of the extended aeration process that incorporates an anoxic selector zone and an upflow sludge blanket filtration clarifier in one integrated vessel. The facility will include metering instrumentation, screening, an equalization tank, an extended aeration tank, a secondary clarifier, and an aerobic sludge digester. The plant may operate in nitrification/denitrification mode. Effluent will be disposed of via 16 new on-site seepage pits. Solids and sludge will be removed from the treatment train by a licensed septage hauler, and disposed of in accordance with state regulation. The treatment process is shown in Attachment B, attached hereto and made part of this Order by reference.
9. The Discharger proposes to use a grade level 1 State Certified Wastewater Treatment Plant Operator licensed to operate and maintain the WWTF.

10. The Discharger proposes to keep the existing septic system/seepage pits as emergency stand-by in the event of WWTF failure.
11. HDMC currently uses a significant amount of potable water for its cooling tower operations, according to the Discharger's Engineering Report. The discharge from the cooling towers is disposed into seepage pits built in 1976 at the HDMC near the main campus helipad. The Regional Water Board intends to regulate the discharge of cooling tower wastewater in the future with individual waste discharge requirements.

### Hydrogeologic Conditions

12. The site is relatively flat, and has an average elevation of 2,640 feet above sea level, and is not within a FEMA designated 100-year flood plain.
13. The site is located in a seismically active desert region, approximately 4,000 feet south of the Pinto Mountain Fault Trace.
14. Annual precipitation averages about 4.5 inches.
15. A geotechnical investigation conducted at the site in January 2002 for an expansion of the facility and sewage disposal system collected data from four (4) borings, drilled 29 to 51.5 feet below ground surface (bgs). The geotechnical report of the investigation, titled "Geotechnical/Geological Engineering Report and Percolation Testing, Kitchen Addition & Sewage Disposal System for Perinatal Addition, 6601 White Feather Road, Joshua Tree, California," indicated the following:
  - a. The site is underlain by fine to medium grained silty sands and sands;
  - b. Subsurface soils are loose to very dense; and
  - c. No groundwater was encountered in the borings.
16. Results of the soils percolation testing indicate a percolation design criterion of four (4) gallons per square foot per day. The discharger proposes to use a design criterion of one (1) gallon per square foot per day as a conservative value.
17. Seismic analysis was conducted of the site and is summarized in the geotechnical investigation. The site is subject to strong ground shaking due to potential fault movements along the Pinto Mountain, Burnt Mountain, Eureka Peak and Landers Faults. The minimum seismic design should comply with the latest edition of the California Building Code (CBC) for Seismic zone 4. The site is suitable for the proposed development provided the recommendations of the geotechnical report are followed in the design and construction of the project.
18. A second geotechnical investigation was completed in November 2010, titled "Geotechnical Report Update with Supplemental Recommendations". Three (3) exploratory borings were drilled to depths from about 11.5 to 41.5 feet below the existing



ground surface. Soils analyzed in the confirmation borings are alluvial and consist of interbedded sands and silty sands. The soils are loose to medium dense. The report provides updated seismic design criteria to comply with the 2010 edition of the CBC.

19. The Discharger provides domestic water services to the community of Joshua Tree. Supply well data indicate areal groundwater is at least 360 feet bgs, and is of high quality. The District's 2008 Annual Water Quality Report indicates the following for well samples collected in 2007:

<u>Constituent</u>	<u>Units</u>	<u>Average Concentration</u>	<u>Range of Concentrations</u>
Chromium	µg/L <sup>1</sup>	14.2	11 - 18
Copper	mg/L <sup>2</sup>	ND <sup>3</sup>	ND
Fluoride	mg/L	0.6	ND - 0.77
Nitrate (as Nitrate, NO <sub>3</sub> )	mg/L	12.03	11 - 15
Total Dissolved Solids	mg/L	230	170 - 320
Chloride	mg/L	14	12 - 16
Sulfate	mg/L	55.7	14 - 130
Sodium	mg/L	46	33 - 61

1 Micrograms per liter

2 Milligrams per liter

3 Non-detect

20. There are three wells (Nos. 11, 14, and 15) located near the project site. The well nearest to the proposed discharge is Well No. 14, which is approximately 0.9 miles from the disposal area. The Pinto Mountain Fault located to the north of HDMC creates a barrier for groundwater flow. Groundwater at this location flows to the north towards the fault, then east toward the Copper Mountains.

#### **Basin Plan, Beneficial Uses, and Regulatory Considerations**

21. The Water Quality Control Plan for the Colorado River Basin Region of California (Basin Plan), as amended to date, designates the beneficial uses of ground and surface waters in this Region.
22. The proposed discharge is within the Joshua Tree Hydrologic Unit. Beneficial uses for groundwater in the Joshua Tree Hydrologic Unit include:
- Municipal supply (MUN),
  - Industrial supply (IND), and
  - Agricultural supply (AGR).

23. Waste Discharge Requirements (WDRs) implement narrative and numeric water quality objectives for ground and surface waters established by the Basin Plan. The numeric objectives for groundwater designated for municipal and domestic supply are the maximum contaminant levels (MCLs), and bacteriological limits specified in Section 64421 et seq. of Title 22, California Code of Regulations (CCRs). The narrative objectives are:

*"Ground water...shall not contain taste or odor producing substances in concentrations that adversely affect beneficial uses as a result of human activity."  
(Basin Plan, page 3-8.)*

*"Discharges of water softener regeneration brines...to disposal facilities which ultimately discharge in areas where such wastes can percolate to ground water usable for domestic and municipal purposes are prohibited."  
(Basin Plan, page 3-8.)*

24. The discharge authorized by this Board Order, and treatment and storage facilities associated with discharges of treated municipal wastewater, except for discharges of residual sludge and solid waste, are exempt from the solid waste requirements of Title 27, CCRs, Section 20005 et seq. (hereinafter Title 27). This exemption is based on Section 20090(a) of Title 27, which states in relevant part that discharges of sewage or treated effluent are exempt provided discharges satisfy the following:
- a. Wastes consist primarily of domestic sewage and treated effluent;
  - b. Wastes are regulated by a Board adopted WDRs, or a WDRs waiver;
  - c. WDRs are consistent with applicable water quality objectives; and
  - d. Treatment and disposal facilities described herein are associated with a municipal wastewater treatment plant.

#### **Groundwater Degradation**

25. State Water Resources Control Board (State Water Board) Resolution No. 68-16 ("Policy with Respect to Maintaining High Quality Waters of the State") (hereinafter Resolution No. 68-16) requires a Regional Water Board in regulating the discharge of waste to maintain high quality waters of the state (i.e., background water quality) until it is demonstrated that any change in quality will be consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than as described in plans and policies (e.g., violation of any water quality objective). Moreover, the discharge is required to meet WDRs that result in the best practicable treatment or control (BPTC) of the discharge necessary to assure pollution or nuisance will not occur, and highest water quality consistent with maximum benefit to the people will be maintained.

26. Some degradation of groundwater from the discharge to the seepage pits is consistent with Resolution No. 68-16, provided that this degradation:
  - a. Is confined to a reasonable area;
  - b. Is minimized by means of full implementation, regular maintenance, and optimal operation of BPTC measures;
  - c. Is limited to waste constituents typically encountered in domestic wastewater; and
  - d. Does not result in the loss of any beneficial use as prescribed in the applicable basin plan, or violation of any water quality objective.
27. The discharge of wastewater from the WWTF, as permitted herein, reflects BPTC. The controls assure the discharge does not create a condition of pollution or nuisance, and that water quality will be maintained which is consistent with the anti-degradation provisions of Resolution No. 68-16. The WWTF incorporates:
  - a. Technology for secondary treated domestic wastewater;
  - b. Sludge handling facilities;
  - c. An operation and maintenance manual;
  - d. Staffing to assure proper operation and maintenance; and
  - e. A standby emergency power generator of sufficient size to operate the treatment plant and ancillary equipment during periods of loss of commercial power.
28. Constituents in domestic WWTF effluent that present the greatest risk to groundwater quality are nitrogen, coliforms (pathogen-indicator organisms), and dissolved salts (TDS). The proposed WWTF provide substantial removal of soluble organic matter, solids, and nitrogen. While secondary treatment reduces fecal coliform densities by 90 to 99%, the remaining organisms in effluent are still  $10^5$  to  $10^6$  MPN/100 ml (United States Environmental Protection Agency, Design Manual, Municipal Wastewater Disinfection; October 1986). Given depth to groundwater and soil types beneath the seepage pits, effluent disinfection is not needed to prevent pathogen-indicator bacteria from reaching groundwater at densities exceeding those prescribed in Title 22, CCR. However, the WWTF, seepage pits, and soils beneath the disposal areas are not likely to prevent groundwater degradation by TDS. Therefore, degradation to groundwater, if any, should be limited to the area underlying the disposal areas, and to salinity constituents.

29. The typical incremental addition of dissolved salts from domestic water usage is 150 to 380 mg/L. Considering current water conservation practices, the TDS increase allowed for this project is 300 mg/L. An average limitation of 530 mg/L for TDS in effluent, limits salt degradation to a reasonable amount (300 mg/L over the average TDS of municipal water supply), and reasonably protects present, and anticipated, future beneficial uses of groundwater beneath.
30. Groundwater limits equal to water quality objectives for indicator waste constituents are appropriate as well as a more restrictive limit for TDS in groundwater than that prescribed by Title 22, CCR. The proposed project contributes to economic development in the area. This factor and the associated increase in TDS are consistent with maximum benefit to the people of the State. Accordingly, the discharge as authorized is consistent with the anti-degradation provisions of Resolution 68-16.
31. Pursuant to California Water Code Section 13263(g), the discharge of waste is a privilege, not a right, and adoption of this Order does not create a vested right to continue the discharge.

#### **CEQA and Public Participation**

32. In accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.) and implementing Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), the County of San Bernardino Land Use Services Department (County), acting as the Lead Agency, prepared an Initial Study and proposed Mitigated Negative Declaration for the addition of a three-story administrative office building, a maintenance building and a sewage treatment facility to an existing hospital complex, the HDMC. Based on the Initial Study, the County determined that although the proposed expansion of the HDMC facilities could have a significant effect on the environment, revisions in the project plans agreed to by HDMC would avoid the effect or mitigate the effect to a point where clearly no significant effect on the environment would occur, and there was no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment. The County's determination is reflected in the finding made in the proposed Mitigated Negative Declaration. The County circulated the Initial Study and proposed Mitigated Negative Declaration for public comment. On December 16, 2008, the County filed a Notice of Determination (NOD) with the Clerk of the Board of Supervisors, County of San Bernardino, regarding its approval of the proposed Mitigated Negative Declaration. The County concludes in the NOD that the proposed project, with mitigation measures incorporated, will not have a significant effect on the environment. The mitigation measures were made a condition of approval for the project. The effective date of the NOD is December 30, 2008. The Regional Water Board has considered the Mitigated Negative Declaration and potential impacts to water quality. Compliance with these waste discharge requirements will prevent any significant adverse impacts to water quality.

33. The Board has notified the Discharger and all known interested agencies and persons of its intent to draft WDRs for this discharge, and has provided them with an opportunity for a public meeting and an opportunity to submit comments.
34. The Board, in a public meeting, heard and considered all comments pertaining to this discharge.

IT IS HEREBY ORDERED, that in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, the Discharger shall comply with the following:

**A. Discharge Prohibitions**

1. Discharge of wastes to surface waters or surface water drainage courses is prohibited.
2. Discharge of waste classified as 'hazardous,' as defined in Title 23, CCR, Section 2521(a), or 'designated,' as defined in California Water Code Section 13173, is prohibited.
3. Bypass or overflow of untreated or partially treated waste is prohibited, except as allowed in the Provision of this Board Order.
4. Discharge of waste at any point upstream of the WWTF is prohibited.
5. Discharge of wastewater from WWTFs, other than into the seepage pits described in Finding of this Board Order is prohibited.
6. WWTFs and seepage pits shall be maintained to prohibit sewage or treated effluent from surfacing or overflowing.

**B. Discharge Specifications**

1. The 30-day monthly average daily discharge from the WWTF shall not exceed 52,000 gpd.
2. Effluent from the WWTF shall not have a pH below 6.0 or above 9.0.
3. The treatment or disposal of wastes from these facilities shall not cause pollution or nuisance as defined in Sections 13050(l) and 13050(m) of Division 7 of the California Water Code.
4. Public contact with wastewater and the subsurface disposal areas shall be precluded or controlled through fences, signs, or other acceptable alternatives.
5. The discharge shall not cause degradation of any water supply.

6. All treatment, storage, and disposal areas shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.
7. Effluent from the main WWTF shall not exceed the following effluent limits:

<u>Constituent</u>	<u>Units</u>	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Daily Maximum</u>
BOD <sub>5</sub> <sup>1</sup>	mg/L	30	45	65
Total Suspended Solids	mg/L	30	45	65
Nitrogen (as Total Nitrogen)	mg/L	10	15	20
Total Dissolved Solids (TDS)	mg/L	530	--	--

<sup>1</sup> 5-day biochemical oxygen demand at 20 °C.

**C. Sludge Disposal**

1. Disposal of oil and grease, biosolids, screenings, and other solids collected from liquid wastes shall be pursuant to Title 27, and the review and approval of the Regional Water Board Executive Officer.
2. Any proposed change in use or disposal of biosolids requires the approval of the Regional Water Board Executive Officer, and U.S. Environmental Protection Agency Regional Administrator, who must be notified at least 90 days in advance of the change.
3. Sludge use and disposal shall comply with Federal and State laws and regulations, including permitting requirements, and technical standards in 40 CFR Part 503. If the State and Regional Water Boards are delegated the authority to implement 40 CFR Part 503 regulations, this Order may be revised to incorporate appropriate time schedules and technical standards. The Discharger shall comply with the standards and time schedules in 40 CFR part 503, whether or not part of this Order.

**D. Groundwater Limitations**

1. Discharge of waste constituents from the WWTF seepage pits shall not cause groundwater to:
  - a. Contain constituents in excess of California Maximum Contaminant Levels (MCLs), as set forth in the California Code of Regulations, Title 22, Section 64426.1 for bacteriological constituents; Section 64431 for inorganic chemicals; Section 64432.1 for nitrates; and Section 64444 for organic chemicals; et seq.;
  - b. Exhibit a pH of less than 6.5 or greater than 8.5 pH units;
  - c. Acquire taste, odor, toxicity, or color that creates nuisance or impairs beneficial use.

**E. Provisions**

1. The Discharger shall comply with Monitoring and Reporting Program (MRP) R7-2012-0006, and future revisions thereto, as specified by the Regional Water Board Executive Officer.
2. Prior to implementing a modification that results in a material change in the quality or quantity of wastewater treated or discharged, or a material change in the location of discharge, the Discharger shall report all pertinent information in writing to the Regional Water Board, and obtain revised requirements.
3. Prior to a change in ownership or management of WWTF, the Discharger shall transmit a copy of this Board Order to the succeeding owner/operator, and forward a copy of the transmittal letter to the Regional Water Board.
4. The Discharger shall ensure that all site-operating personnel are familiar with the content of this Board Order, and shall maintain a copy of this Board Order at the site.
5. This Board Order does not authorize violation of any federal, state, or local laws or regulations.
6. Standby power generating facilities shall be available to operate the plant during a commercial power failure.
7. The Discharger shall comply with all of the conditions of this Board Order. Noncompliance is a violation of the Porter-Cologne Water Quality Control Act (Cal. Water Code, § 13000 et seq.), and is grounds for enforcement action.
8. **No later than 45 days after adoption of this Order**, the Discharger shall submit a technical report in the form of a Quality Assurance Project Plan (QAPP) to conduct and submit the results of a study prepared by a registered civil engineer to characterize (a) the influent into the WWTF, and (b) the effluent from the cooling towers. The report shall be submitted to the Executive Officer for approval and contain a proposed time schedule for implementation and quality assurance (QA) procedures to obtain representative samples of the influent into the WWTF and effluent from the Cooling Towers. The samples shall be analyzed for the following constituents:
  - Metals, including Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cyanide, Iron, Lead, Manganese, Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium and Zinc;
  - General Minerals, including at a minimum the following constituents: Calcium, Magnesium, Nitrogen, Potassium, Sulfate, Total Alkalinity (including alkalinity series), Hardness, TDS, and an ion balance;
  - Volatile Organic Constituents (EPA Method 624);

- Semi-volatile organic constituents (EPA Method 625).

Following the completion of, and based on the results of, the study requested above, the Regional Board may modify the effluent limitations provided in this Order.

9. **At least 30 days prior to beginning WWTF operations and waste discharge**, the Discharger shall submit an engineering report pursuant to Section 13267 of the California Water Code. The report shall be prepared by a registered civil engineer experienced in the design of domestic wastewater treatment and disposal facilities, and describe:
  - a. The as-built WWTF and disposal systems;
  - b. The type and location of flow metering instruments installed to comply with the effluent flow limit, and MRP No. R7-2012-0006;
  - c. The subsurface disposal systems, including: the number, size, and construction specifications of the leach lines; the area covered by the seepage pits, and available standby area for 100% replacement of the seepage pits;
  - d. A map to scale (1 inch = 200 feet, or less) providing the location of the WWTF, disposal area, and property boundaries;
  - e. Certification that the facilities were designed and built to comply with this order; and
  - f. The Operation and Maintenance (O&M) Plans for WWTF, and subsurface disposal areas, which shall:
    - i. Instruct field personnel to manage daily discharge operations to comply with the terms and conditions of this Order, and make field adjustments to prevent nuisance conditions (e.g., surfacing water);
    - ii. Include nuisance condition, troubleshooting flowcharts for the WWTF and disposal areas, and notification requirements in case of an emergency;
    - iii. Include an Inspection and Maintenance Plan describing the procedures and schedule for inspecting and testing the WWTF, and necessary maintenance; and
    - iv. Provide instructions to determine when to remove grease/scum/sludge from the WWTF, and proper procedures for disposal of removed solids.
10. **Within 30 days of adoption** of the WWTF Operating Agreement, entered into between JBWD and HDMHC, the Discharger shall submit a copy of the final Agreement to the Regional Water Board.
11. The discharger's WWTP shall be supervised and operated by persons possessing certification of appropriate grade pursuant to Section 3680, Chapter 26, Division 3, Title 23 of the California Code of Regulations.



12. The Discharger shall at all times properly operate and maintain all systems and components of collection, treatment and control, installed or used by the Discharger to achieve compliance with this Board Order. Proper operation and maintenance includes effective performance, adequate process controls, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities/systems when necessary to achieve compliance with this Board Order. All systems in service or reserved shall be inspected and maintained on a regular basis. Records of inspections and maintenance shall be retained, and made available to the Regional Water Board Executive Officer on request.
13. The Discharger shall report orally any noncompliance that may endanger human health or the environment. The noncompliance shall be reported immediately to the Regional Water Board Executive Officer and the Office of Emergency Services as soon as:
  - a. The Discharger has knowledge of the discharge,
  - b. Notification is possible, and
  - c. Notification will not substantially impede cleanup or other emergency measures.

During non-business hours, the Discharger shall leave a message on the Regional Water Board office voice recorder. A written report shall be provided within five (5) business days the Discharger is aware of the incident. The written report shall include a description of the noncompliance, the cause, period of noncompliance, anticipated time to achieve full compliance, and steps taken or planned, to reduce, eliminate, and prevent recurrence of the noncompliance. The Discharger shall report all intentional or unintentional spills occurring within the facility or collection system to the Regional Water Board office in accordance with the above time limits.

14. By-pass (i.e., the intentional diversion of waste streams from any portion of the treatment facilities, except diversions designed to meet variable effluent limits) is prohibited. The Water Board may take enforcement action against the Discharger for by-pass unless:
  - a. By-pass was unavoidable to prevent loss of life, personal injury, or severe property damage. Severe property damage means substantial physical damage to property, damage to the treatment facilities that causes them to be inoperable, or substantial and permanent loss of natural resources reasonably expected to occur in the absence of a by-pass. Severe property damage does not mean economic loss caused by delays in production; and


There were no feasible alternatives to by-pass, such as the use of auxiliary treatment facilities or retention of untreated waste. This condition is not satisfied if adequate back-up equipment was not installed to prevent by-pass occurring during equipment downtime, or preventive maintenance;

- b. By-pass is required for essential maintenance to assure efficient operation; and  
Neither effluent nor receiving water limitations are exceeded; and  
The Discharger notifies the Board ten (10) days in advance.  
The Discharger shall submit notice of an unanticipated by-pass.
15. The Discharger shall allow the Regional Water Board, or an authorized representative, upon presentation of credentials and other documents as may be required by law, to:
- a. Enter the premises regulated by this Board Order, or the place where records are kept under the conditions of this Board Order;
  - b. Have access to and copy, at reasonable times, records kept under the conditions of this Board Order;
  - c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Board Order; and
  - d. Sample or monitor at reasonable times, for the purpose of assuring compliance with this Board Order or as otherwise authorized by the California Water Code, any substances or parameters at this location.
16. The Discharger is the responsible party for the WDRs and the Monitoring and Reporting Program (MRP) for the facility. The Discharger shall comply with all conditions of these WDRs. Violations may result in enforcement action, including Regional Water Board orders or court orders that require corrective action or impose civil monetary liability, or modification or revocation of these WDRs by the Regional Water Board.
17. The Discharger shall provide adequate notice to the Regional Water Board Executive Officer of the following:
- a. The introduction of pollutants into any treatment facility described in the Findings of this Board Order from an indirect Discharger which would be subject to Section 301 or 306 of the Clean Water Act, if the pollutants were discharged directly.
  - b. Any substantial change in the volume or character of pollutants introduced into any treatment facility described in the Findings of this Board Order, by an existing or new source; and
  - c. Any planned physical alteration or addition to the facilities described in this Board Order, or change planned in the Discharger's sludge use or disposal practice, where such alterations, additions, or changes may justify the application of Board Order conditions that are different from or absent in the existing Board Order, including notification of additional disposal sites not reported during the Board Order application process, or not reported pursuant to an approved land application plan.

18. The Discharger shall report all instances of noncompliance. Reports of noncompliance shall be submitted with the Discharger's next scheduled self-monitoring report or earlier if requested by the Regional Water Board Executive Officer, or if required by an applicable standard for sludge use and disposal.
19. Adequate measures shall be taken to assure that flood or surface drainage waters do not erode or otherwise render portions of the discharge facilities inoperable.
20. The Discharger shall maintain a permanent log of all solids hauled away from the treatment facility for use/disposal elsewhere and shall provide a summary of the volume, type (screenings, grit, raw sludge, digested sludge), use (agricultural, composting, etc.), and the destination in accordance with the MRP of this Board Order.
21. This Board Order does not convey property rights of any sort, or exclusive privileges, nor does it authorize injury to private property or invasion of personal rights, or infringement of federal, state, or local laws or regulations.
22. This Board Order may be modified, rescinded, or reissued, for cause. The filing of a request by the Discharger for a Board Order modification, rescission or reissuance, or notification of planned changes or anticipated noncompliance, does not stay any Board Order condition. Causes for modification include a change in land application plans, or sludge use or disposal practices, and adoption of new regulations by the State or Regional Water Board (including revisions to the Basin Plan), or federal government.

I, Robert Perdue, Executive Officer, do hereby certify the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on January 19, 2012.

Ordered by:



ROBERT PERDUE  
Executive Officer

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

MONITORING AND REPORTING PROGRAM R7-2012-0006  
FOR

JOSHUA BASIN WATER DISTRICT, OWNER, OPERATOR  
HI-DESERT MEDICAL CENTER WASTEWATER TREATMENT  
City of Joshua Tree – San Bernardino County

Location of Wastewater Treatment Facilities and Discharges:  
Latitude/Longitude, 34.133° N / 116.274° W

**MONITORING**

1. The collection, preservation and holding times of all samples shall be in accordance with United States Environmental Protection Agency (USEPA) approved procedures. Unless otherwise approved by the Regional Water Board Executive Officer, all analyses shall be conducted by a laboratory certified by the California Department of Public Health. All analyses shall be conducted in accordance with the latest edition of the "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40 CFR Part 136), promulgated by the USEPA.
2. Samples shall be collected at the locations specified in this Board Order. If no locations are specified, sampling shall be conducted at the most representative sampling points available.
3. If the facility is not in operation, or there is no discharge during a required reporting period, the Discharger shall forward a letter to the Regional Water Board indicating no activity during the required reporting period.

**Wastewater Treatment Facility Influent Monitoring**

4. The Discharger shall monitor influent to the WWTF according to the following schedule:

<u>Constituents</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency<sup>1</sup></u>
Flow	gpd <sup>1</sup>	Measurement	Daily	Monthly
20° C BOD <sub>5</sub>	mg/L <sup>2</sup>	Grab	2/Month	Monthly
Total Suspended Solids	mg/L	Grab	2/Month	Monthly
Settleable Solids	mg/L	Grab	2/Month	Monthly

<sup>1</sup> Gallons per day (average daily flow calculated from meter readings)

<sup>2</sup> Milligrams per liter

**Wastewater Treatment Facility Secondary Effluent Monitoring**

5. The Discharger shall monitor effluent from the WWTF according to the following schedule:

<u>Constituents</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency</u>
Flow	gpd <sup>1</sup>	Measurement <sup>2</sup>	Daily	Monthly
20° C BOD <sub>5</sub>	mg/L <sup>3</sup>	Grab	Weekly	Monthly
Total Suspended Solids	mg/L	Grab	Weekly	Monthly
Settleable Solids	mg/L	Grab	Weekly	Monthly
pH	s.u. <sup>4</sup>	Grab	Weekly	Monthly
Nitrite (NO <sub>2</sub> -N) as Nitrogen	mg/L	Grab	Weekly	Monthly
Nitrate (NO <sub>3</sub> -N) as Nitrogen	mg/L	Grab	Weekly	Monthly
Total Nitrogen	mg/L	Grab	Weekly	Monthly
Total Dissolved Solids	mg/L	Grab	Weekly	Monthly
VOCs <sup>5</sup>	µg/L <sup>6</sup>	Grab	Quarterly	Quarterly

1 Gallons per day (average daily flow calculated from meter readings)

2 Flow Meter Reading

3 Milligrams per liter

4 Standard Units

5 Volatile Organic Compounds

6 Micrograms per liter

6. Quarterly reports shall be submitted summarizing facility performance.

**Water Supply to the Medical Center**

7. The Discharger shall establish a sampling station to collect representative samples of water supplied to the Medical Center for municipal use; and shall provide written notification of the proposed sampling station to the Regional Water Board Executive Officer for review and approval. At a minimum, the municipal water supply shall be monitored for the following:

<u>Constituents</u>	<u>Units</u>	<u>Sampling Frequency</u>
TDS	mg/L	Monthly
pH	pH units	Monthly
General Minerals <sup>1</sup>	mg/L	Annually

1 General Minerals shall include at a minimum the following constituents: Calcium, Magnesium, Nitrogen, Potassium, Sulfate, Sodium, Total Alkalinity (including alkalinity series), and Hardness.

### REPORTING

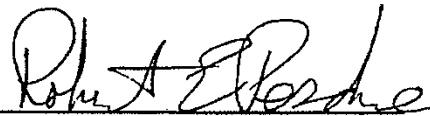
1. The Discharger shall arrange the data in tabular form so that the specified information is readily discernible. The data shall be summarized in such a manner as to clearly illustrate whether the facility is operating in compliance with Waste Discharge Requirements (WDRs). Where appropriate, the Discharger shall include supporting calculations (e.g., for monthly averages).
2. The Discharger shall comply with the following:
  - a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
  - b. The Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Board Order, and records of all data used to complete the application for this Board Order, for a period of at least five (5) years from the date of the sample, measurement, report or application.
  - c. Records of monitoring information shall include:
    - i. The date, exact place, and time of sampling or measurement;
    - ii. The individual who performed the sampling or measurement;
    - iii. The date the analysis was performed;
    - iv. The individual performing the analysis;
    - v. The analytical technique or method used; and
    - vi. The result of the analysis.
3. The result of any analysis taken more frequently than required at the locations specified in this Monitoring and Reporting Program (MRP) shall be reported to the Regional Water Board.
4. Monitoring reports shall be certified under penalty of perjury to be true and correct, and shall contain the required information at the frequency designated in this MRP.
5. Each report shall contain the following statement:

"I declare under the penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."
6. The MRP, and other information requested by the Regional Water Board, shall be signed by a principal executive officer or ranking elected official.

7. A duly authorized representative of the Discharger may sign the documents if:
  - a. Authorization is made in writing by the person described above;
  - b. Authorization specifies an individual or person having responsibility for the overall operation of the regulated disposal system; and
  - c. Written authorization is submitted to the Regional Water Board Executive Officer.
8. Reporting a failure in the facility (wastewater treatment plant, and collection and disposal systems) shall be as described the Provisions of this Board Order. Results of analyses performed shall be provided within 15 days of sample collection.
9. The Discharger shall attach a cover letter to the Self Monitoring Report. The cover letter shall clearly identify WDRs violations, discuss corrective actions taken or planned, and propose a time schedule for corrective action (if applicable). Identified violations shall describe the requirement violated, and the nature of the violation.
10. Daily, weekly, and monthly monitoring reports shall be submitted to the Regional Water Board by the 15<sup>th</sup> day of the following month. Quarterly monitoring reports shall be submitted to the Regional Water Board by January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>, of each year. Annual monitoring reports shall be submitted to the Regional Water Board by January 15<sup>th</sup> of each year.
11. The Discharger shall submit monitoring reports to:

California Regional Water Quality Control Board  
Colorado River Basin Region  
73-720 Fred Waring, Suite 100  
Palm Desert, CA 92260

Ordered by: \_\_\_\_\_



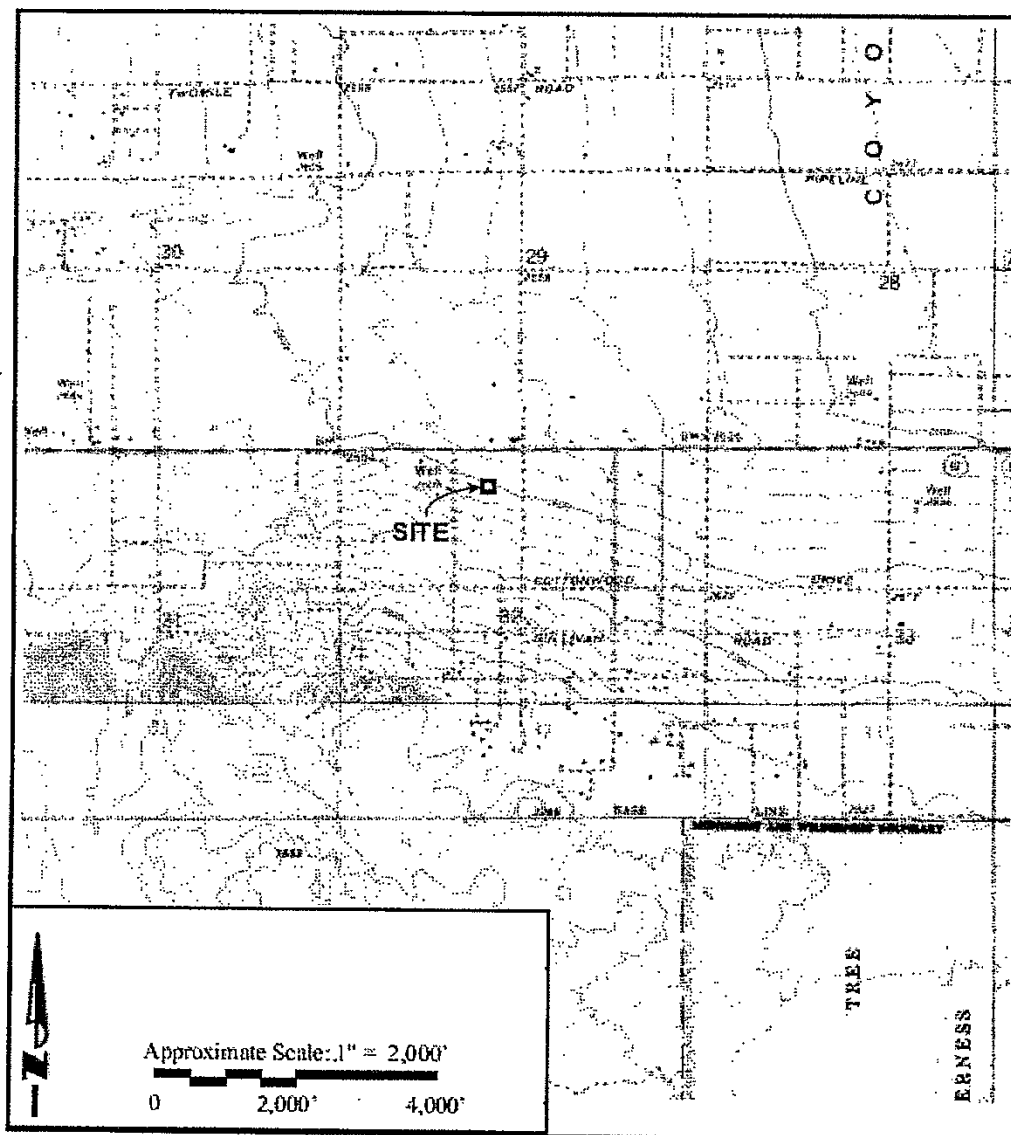
ROBERT PERDUE  
Executive Officer

\_\_\_\_\_  
January 19, 2012

Date

California Regional Water Quality Control Board  
Colorado River Basin Region

Joshua Basin Water District, Owner/Operator  
Hi-Desert Medical Center  
Wastewater Treatment, and Disposal Systems  
San Bernardino County

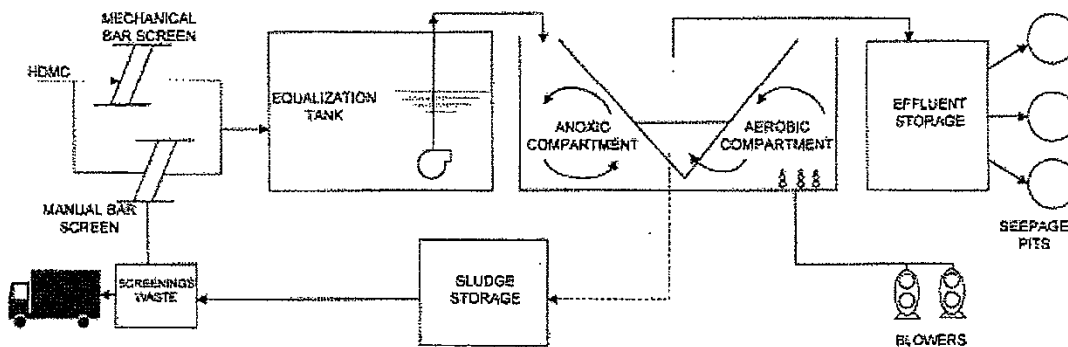


Facility Location: 34.132° N Latitude and 116.275° W Longitude



California Regional Water Quality Control Board  
Colorado River Basin Region

Figure 4: Preliminary Process Flow Diagram



Joshua Basin Water District Owner/Operator  
HI-Desert Medical Center  
Wastewater Treatment, and Disposal Systems  
San Bernardino County

Facility Location: 34.133° N Latitude and 116.274° W Longitude

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

October 1, 2014

Report to: President and Members of the Board

Prepared by: Curt Sauef



TOPIC: Chromium 6 update

RECOMMENDATION: Information only

ANALYSIS:

This report is intended to present a big picture overview of what we will be working on over the next several months. We are presenting this overview both for the Board's information and so that our customers better understand what the District is doing to address the situation.

As you know, with state regulations passed in July, the presence of Chromium 6 in our water supply, and its eventual treatment to comply with the new regulations, is now a high priority for the District.

There are essentially 4 steps in the process.

Testing for the presence of Chromium 6. As I mentioned on August 20<sup>th</sup>, we have coordinated our testing schedule with the State Water Resources Control Board. Our first test of all 5 wells will be completed no later than December 15. While I am hopeful that well 10 may be below acceptable levels, it is likely that the other 4 wells will not meet the new standards. If not, we will test them again before March 15, 2015 and then again for two successive quarters.

Once it is determined that a well is out of compliance, we are required to notify our customers, using the Control Board's template.

Hydro profiling - The purpose for profiling these wells is to identify potential zones and/or strata that contribute naturally occurring hexavalent chromium (Cr(VI)) at concentrations that exceed the maximum contaminant level (MCL) of 10 micrograms per liter or 10 ppb. The results of the profiling will be used to develop recommendations

that may include implementing well modifications, treatment, and/or blending to reduce Cr (VI) concentrations to levels below the MCL.

These recommendations will be compared against costs of treatment and where appropriate would be implemented.

I have included a proposal from Dudek Engineering in your packet so that you may better understand the complexities of profiling our wells. I am not suggesting that we accept this Scope of Work at this time. Staff is still discussing the proposal and considering other options. We are also working with USGS and well owners in the western portion of the district . Our intent is to determine whether it is feasible and more cost effective to drill an additional well, either as a sole supply or for blending with another well. It appears that Chromium 6 levels are higher in the eastern portion of our basin than in the western portion. The estimated costs just to conduct the hydro profiling ranges from \$95,000 to \$163,000.

Treatment- As Susan mentioned at the last Board meeting, there are three recommended treatment processes, weak base anion, strong base anion and reduction-coagulation-filtration. Working with other water districts, USGS, MWA and the Bureau of Reclamation, we are in the process of identifying companies which can analyze our water's characteristics and determine the best treatment methods to use. Obviously, the methodology of treatment will determine the cost of treatment.

Funding – Presently we have submitted a pre application grant to California Rural Water Association for a possible grant to address the hydro profiling costs. If this grant is not awarded, at the time the district begins hydro profiling our option for funding could be to use part of the one million dollars that currently is held in the Emergency Reserve fund. Over the next several years we will be engaged in acquiring grants and low interest loans to address the unfunded mandate that right now is projected to be between 9 million and 33 million to meet the standards established by the Chromium regulations.

The District will continue to supply water to our customers, providing quarterly notices to them identifying the existence of Chromium 6. This issue may require years to address and appears certain to have a significant fiscal impact on the District.

I will provide the Board an update in the first quarter of 2015, or sooner if requested.

STRATEGIC PLAN ITEM: NA

FISCAL IMPACT: Unknown

September 15, 2014

4358

Curt Sauer  
General Manager  
Joshua Basin Water District  
61750 Chollita Road  
Joshua Tree, California 92252

***Subject: Proposed Scope of Work and Fee to Profile Five Water Supply Wells for Hexavalent Chromium***

Dear Mr. Sauer:

Dudek is pleased to present this proposed scope of work and fee to profile five water supply wells operated and maintained by the Joshua Basin Water district (the District). The five wells are District wells JBWD-10, JBWD-14, JBWD-15, JBWD-16 and JBWD-17. The purpose for profiling these wells is to identify potential zones and/or strata that contribute naturally occurring hexavalent chromium (Cr(VI)) at concentrations that exceed the maximum contaminant level (MCL) of 10 micrograms per liter (ug/L). Profiling at each well will include a static (i.e. non-pumping condition) temperature and conductivity survey, a dynamic (i.e. pumping condition) flow meter survey to measure flow entering each well, and depth-discrete water quality sampling to measure the concentrations of hexavalent chromium and other constituents. The results of the profiling will be used to develop and present recommendations to JBWD that may include implementing well modifications, treatment, and/or blending to reduce Cr(VI) concentrations to levels below the MCL. The background, project understanding and tasks to complete the work are as follows:

**BACKGROUND**

Water quality sampling from 2001 to 2014 by the United States Geological Survey (USGS) indicated that Cr(VI) concentrations ranged from 13 ug/L to 36 ug/L at wells JBWD-10, JBWD-14, JBWD-15, JBWD-16 and JBWD-17. The USGS profiled well JBWD-15 in February 2002 and indicated that the upper portion of the lower well screen may contribute water with Cr(VI) greater than 10 ug/L. Well JBWD-16 was profiled by the USGS in December 2001 and it appeared that the lower well screen contributed water with Cr(VI) at more than 30 ug/L. It appears that there is some differentiation in Cr(VI) concentrations in groundwater entering wells JBWD 15 and JBWD 16. The proposed profiling will confirm the USGS results and further

enhance our understanding of the naturally occurring Cr(VI) at these wells and at wells JBWD-10, JBWD-14 and JBWD-17.

## PROJECT UNDERSTANDING

Dudek understands that the objectives of the well profiling are:

- To identify the vertical distribution and contribution of Cr(VI) at wells JBWD-10, JBWD-14, JBWD-15, JBWD-16 and JBWD-17
- To recommend well management alternatives, either by well modifications, treatment, or blending with alternative sources of water, to reduce Cr(VI) in the well discharges to levels below the MCL.

To meet these objectives, Dudek proposes the following tasks:

1. Collect and review existing hydrogeological data and well construction and water quality data of the five JBWD wells;
2. Inspect the existing well head configurations to determine how to profile the wells;
3. Conduct down-well surveys at wells JBWD-10, JBWD-14, JBWD-15, JBWD-16 and JBWD-17 to obtain direct evidence of conditions in the wells;
4. Collect and analyze depth-discrete water quality samples from the well(s) and draft a technical report with recommendations to improve water quality.

The down-well surveys will include the following at each well:

1. A temperature and fluid electrical conductivity (EC) survey under static conditions;
2. A flow (spinner) survey conducted under dynamic conditions;
3. A temperature and fluid EC survey under dynamic conditions;
4. The collection of depth-discrete water quality samples from specific depths based on the results of the static and dynamic temperature and fluid EC surveys, and from hydrogeological information of the basin and historical water quality data from each well.

The water quality samples will be sent to Eurofins Eaton Analytical, Inc. of Monrovia, California to analyze for Cr(VI) using EPA Method 218.6, which is the required analytical method for potable water systems in California. Additionally, the water quality samples will be analyzed for nitrate (as NO<sub>3</sub>), sulfate, arsenic, alkalinity, and total dissolved solids (TDS). Understanding the concentrations of these constituents will be considered in the design of a treatment system if treatment is recommended. A mass balance calculation will be performed using the dynamic spinner survey to estimate the percentage of flow from specific zones and contributions of Cr(VI) of the screened intervals.

## SCOPE OF WORK

The scope of work and fee is dependent on the type of access at each well for the survey tools and equipment. There are three different possible scenarios for profiling the wells:

1. access the wells via existing 1.5-inch diameter or greater access tubes that extend below the pump bowls (if it is a turbine) or below the submersible pump and motor; or
2. access the wells by pulling the dedicated pump(s) to set a temporary submersible pump and 2-inch diameter access tube; or
3. leave the wells as they are and use a small diameter hose (<1 inch in diameter) to inject a fluorescent dye to profile flow and collect depth-discrete water quality samples.

Pacific Surveys of Claremont, California, is the contractor proposed to conduct the surveys under scenario 1 or scenario 2. The estimated fee to use Pacific Surveys and complete the well profiles under scenario 1 is \$94,632.50 (see Table 1). If the wells are not accessible for Pacific Surveys in their current configuration and the dedicated pumps remain in place as is, then the well profiling may be conducted using BESST, Inc., which uses a small diameter hose (<1 inch in diameter) to inject a fluorescent dye to profile flow and collect depth-discrete water quality samples. The dye used is regulated by NSF International to ANSI/NSF 60 for use in drinking water at a maximum use level (MUL) of 0.8 parts per billion (ppb) (0.8 ug/L or 0.0008 mg/L). This regulation will limit the amount of dye used, which will dictate the resolution of the flow survey and may require the wells to be discharged to waste. The amount of dye used and whether the pumped water is discharged to waste will be evaluated if this is the scenario selected to profile the wells. The estimated fee to use BESST, Inc. and complete the well profiles under scenario 3 is \$162,281.25 (see Table 3).

If some or all of the dedicated pumps are pulled and temporary equipment is set for Pacific Surveys to conduct the well profiling (scenario 2), then the fee is \$97,912.50 (see Table 2). This includes labor hours for Dudek personnel to oversee the pump pulls and setting of temporary equipment. Dudek assumes that the District will contract directly with a contractor to pull the dedicated pumps and set the temporary access tubing and submersible pumps, and so this cost does not include the estimated costs to pull and reset dedicated pumps. If the cost for pulling the dedicated pumps approaches the cost for using BESST, then the recommendation is to proceed with profiling the wells using BESST and leave the wells in their current configuration. The decision to use Pacific Surveys or BESST will be made after conducting the well inspections in Task 1 (see below) and discussing the current configurations with District staff.

Mr. Curt Sauer

Subject: Proposed Scope of Work and Fee to Profile Five Water Supply Wells for Hexavalent Chromium

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Pacific Surveys did survey wells JBWD-15 and JBWD-16 in 2001/2002 and their logs are included in the USGS report on Joshua Basin (Nishikawa et al, 2014). It appears that these two wells were accessed via 2-inch diameter access tubes that extended below the pumps, but the current conditions of these wells and access tubes are not known. Dudek also assumes that the access tube at well JBWD-17 is accessible. Therefore, it may be possible that only the dedicated pumps at wells JBWD-10 and JBWD-14 need to be pulled to complete their respective surveys.

### **Task 1. Project Coordination, Well Inspection and Logistical Planning**

The first task is to inspect the current well head configurations for each well and determine how to proceed with the profiling work. Steven Stuart, the project manager, will conduct the one-day wells inspection with District staff, if available, and discuss with District staff his findings and his recommendations on how to proceed. Based on the results of the inspection and the direction the District would like to proceed, Mr. Stuart will begin coordinating the well profiling work with the District and the selected contractor and develop a schedule of work. Mr. Stuart will coordinate all activities with the District and ensure that all required documentation and procedures are provided and followed.

If the dedicated pumps are pulled from some or all of the wells, then this task includes additional labor hours for Dudek staff to oversee the pulling of pumps and setting of temporary equipment to facilitate the profiling work. These hours are included in Table 2.

**Cost for Task 1 ..... \$6,400.00 to \$9,680.00**

### **Task 2. Down-Well Surveys**

Dudek will coordinate with Pacific Surveys, Inc. (if their tools can access the wells) or BESST, Inc. (fluorescent dye profiling) to perform the down-well surveys. These surveys will include:

- Fluid temperature/EC surveys under static and dynamic pumping conditions.
- Spinner (i.e. flow meter) surveys
- Collect up to 10 zone-specific and depth discrete water quality samples and analyze for concentrations of Cr(VI), nitrate, sulfate, arsenic, alkalinity, and total dissolved solids (TDS).

The following summarizes the scope of work proposed to profile wells JBWD-10, JBWD-14, JBWD-15, JBWD-16 and JBWD-17:

1. Prepare each well for access of profiling equipment before surveying commences. This may include pulling dedicated pumps and setting temporary access tubing and submersible pumps.
2. Conduct static temperature/EC surveys of each well. Each well must be idle for 24 hours before the static survey to ensure static conditions.
3. Conduct spinner survey followed by dynamic temperature/EC survey at each well. Each well must be pumping at or near maximum rate for 24 hours prior to these surveys to ensure stable hydraulic conditions.
4. Review dynamic surveys immediately after they are conducted to select depths for depth-discrete water quality samples. Collect samples while well continues to pump.
5. Anticipate 2 days to complete the static surveys for all five wells.
6. Anticipate 1 day to complete the dynamic surveys and collect water quality samples at each well, giving 5 days total to complete the dynamic surveys and water quality sample collection for all five wells.
7. Send water quality samples to Eaton Laboratory after collection at each well. Anticipate a 7- to 14-day turn-around time for analytical results.

**Deliverables:** Copies of fluid temperature/EC survey logs, spinner survey logs, and analytical laboratory reports for depth-discrete water quality samples collected at each well.

**Cost for Task 2** ..... **\$66,133.00 to \$133,781.00**

**Task 3. Technical Report**

After characterizing the vertical distribution of Cr(VI) at each well, and calculating the mass balance of the percentage of flow from specific zones, Dudek will analyze the profiling and water quality data and identify potential zones that contribute naturally occurring Cr(VI) at concentrations greater than the MCL of 10 ug/L. Based on the analysis, Dudek will develop and present to the District recommendations to reduce the concentration of Cr(VI) in water produced by the wells. The recommendations may include, but not be limited to, well modifications where, for example, a section of screen is sealed off from contributing Cr(VI) to the discharge, treatment, and/or blending of other water or treated water to reduce Cr(VI) to below the MCL. Dudek will provide the District with a technical report detailing the work conducted during profiling, the results of each survey, an analysis of the data with conclusions and recommendations to improve water quality from each well.

**Cost for Task 3** ..... **\$15,700.00**



**Task 4. Meetings and Project Management**

Steven Stuart, Dudek’s project manager, will attend two meetings with District staff. The first meeting will be a kick-off meeting to visit each well site with District staff and assess the accessibility at each well head, along with access for contractors. The second meeting will be a post-profiling meeting to discuss with District staff the findings from the down-well surveys and the recommendations we have for reducing Cr(VI) concentrations at each well.

**Cost for Task 4 .....\$6,400.00**

**PROJECT FEE**

The following summarizes the fee based on the accessibility for profiling tools at wells JBWD-10, JBWD-14, JBWD-15, JBWD-16 and JBWD-17. There are three different scenarios to profile the wells: (1) the wells are accessible and Pacific Surveys can use its tools under current wellhead conditions, (2) the dedicated pumps will need to be pulled and temporary access tubing and submersible pumps will need to be set, and (3) the need to use a small diameter hose to inject a fluorescent dye to profile flow and collect depth-discrete water quality samples. The following lists the total costs for each scenario. Note that these fees do not include contractor’s costs for pulling dedicated pumps and/or setting temporary access tubes and submersible pumps. Dudek assumes the District will contract directly with a contractor to perform that work.

**Scenario 1: Total Cost (Pacific Surveys as is) .....\$94,632.50**

**Option 2: Total Cost (Pacific Surveys with Pump Pulls) .....\$97,912.50**

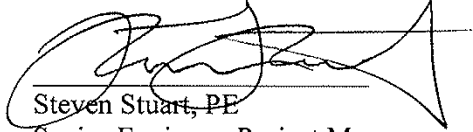
**Option 3: Total Cost (BESST, Inc. as is) .....\$162,681.25**

Mr. Curt Sauer

Subject: *Proposed Scope of Work and Fee to Profile Five Water Supply Wells for Hexavalent Chromium*

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Sincerely,



Steven Stuart, PE  
Senior Engineer, Project Manager

Att.: *Table 1. Fee Schedule for Well Profiling Using Pacific Surveys under Current Wellhead Conditions*  
*Table 2. Fee Schedule for Well Profiling Using Pacific Surveys after Pulling Dedicated Pumps*  
*Table 3. Fee Schedule for Well Profiling Using BESST, Inc. under Current Wellhead Conditions*

Reference: *Nishikawa, T., et al., 2004. Evaluation of geohydrologic framework, recharge estimates, and ground-water flow of the Joshua Tree area, San Bernardino County, California: U.S. Geological Survey Scientific Investigations Report 2004-5267, 115 p.*

cc: *Mike Metts, Dudek*

TABLE 1. Fee Schedule for Well Profiling Using Pacific Surveys under Current Wellhead Conditions  
 JOSHUA BASIN WATER DISTRICT  
 Down-Well Profiling of Water Supply Wells for Hexavalent Chromium

		<i>Project Team Role:</i>			TOTAL HOURS	DUDEK LABOR COST	OTHER DIRECT COSTS	TOTAL FEE
		Principal-in-Charge	Senior Engineer/PM	Hydrogeologist III				
		<i>Team Member:</i>	<i>Team Member:</i>	<i>Team Member:</i>				
		P. Quinlan, RG	S. Stuart, PE	J. Kubran				
		Billable Rate :	\$235	\$200	\$120			
<b>Task 1 - Project Coordination and Logistical Planning</b>								
1-1	Coordinate with District, Contractor(s), and Analytical Laboratory		16	20	36	\$ 5,600	\$ -	\$ 5,600
1-2	Set Temporary Access Tubes (if necessary)		4		4	\$ 800		\$ 800
		<b>Subtotal Task 1</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>\$ 6,400</b>	<b>\$ -</b>	<b>\$ 6,400</b>
<b>Task 2 - Profile Wells</b>								
2-1	JBWD-10	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-2	JBWD-14	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-3	JBWD-15	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-4	JBWD-16	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-5	JBWD-17	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
		<b>Subtotal Task 2</b>	<b>10</b>	<b>20</b>	<b>130</b>	<b>\$ 18,350</b>	<b>\$ 47,783</b>	<b>\$ 66,133</b>
<b>Task 3 - Technical Report</b>								
3-1	Receive, Compile and Analyze Data	10	20	24	54	\$ 9,230	\$ -	\$ 9,230
3-2	Draft Technical Report	2	6	40	48	\$ 6,470	\$ -	\$ 6,470
		<b>Subtotal Task 3</b>	<b>12</b>	<b>26</b>	<b>102</b>	<b>\$ 15,700</b>	<b>\$ -</b>	<b>\$ 15,700</b>
<b>Task 4 - Meetings and Project Management</b>								
4-1	Meetings		16		16	\$ 3,200	\$ -	\$ 3,200
4-2	Project Management		16		16	\$ 3,200	\$ -	\$ 3,200
		<b>Subtotal Task 4</b>	<b>32</b>		<b>32</b>	<b>\$ 6,400</b>	<b>\$ -</b>	<b>\$ 6,400</b>
		<b>Total Hours and Fee</b>	<b>22</b>	<b>98</b>	<b>184</b>	<b>\$ 46,850.00</b>	<b>\$ 47,782.50</b>	<b>\$ 94,632.50</b>
<i>Percent of Hours:</i>			<i>7%</i>	<i>32%</i>	<i>61%</i>	<i>100%</i>		

1) Direct costs include well permit fees, drill cutting waste profiling and disposal, transducer costs and well location surveying

TABLE 2. Fee Schedule for Well Profiling using Pacific Surveys after Pulling Dedicated Pumps  
 JOSHUA BASIN WATER DISTRICT  
 Down-Well Profiling of Water Supply Wells for Hexavalent Chromium

		<i>Project Team Role:</i>			<b>TOTAL HOURS</b>	<b>DUDEK LABOR COST</b>	<b>OTHER DIRECT COSTS</b>	<b>TOTAL FEE</b>
		<b>Principal-in-Charge</b>	<b>Senior Engineer/PM</b>	<b>Hydrogeologist III</b>				
		<i>Team Member:</i>	<i>S. Stuart, PE</i>	<i>J. Kubran</i>				
		<i>Billable Rate :</i>	<b>\$235</b>	<b>\$200</b>	<b>\$120</b>			
<b>Task 1 - Project Coordination and Logistical Planning</b>								
1-1	Coordinate with District, Contractor(s), and Analytical Laboratory		16	20	36	\$ 5,600		\$ 5,600
	Pump Pulls + Set Temporary Submersible Pumps		6	24	30	\$ 4,080		\$ 4,080
	<b>Subtotal Task 1</b>		<b>22</b>	<b>44</b>	<b>66</b>	<b>\$ 9,680</b>	<b>\$ -</b>	<b>\$ 9,680</b>
<b>Task 2 - Profile Wells</b>								
2-1	JBWD-10	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-2	JBWD-14	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-3	JBWD-15	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-4	JBWD-16	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
2-5	JBWD-17	2	4	20	26	\$ 3,670	\$ 9,557	\$ 13,227
	<b>Subtotal Task 2</b>	<b>10</b>	<b>20</b>	<b>100</b>	<b>130</b>	<b>\$ 18,350</b>	<b>\$ 47,783</b>	<b>\$ 66,133</b>
<b>Task 3 - Technical Report</b>								
3-1	Receive, Compile and Analyze Data	10	20	24	54	\$ 9,230	\$ -	\$ 9,230
3-2	Draft Technical Report	2	6	40	48	\$ 6,470	\$ -	\$ 6,470
	<b>Subtotal Task 3</b>	<b>12</b>	<b>26</b>	<b>64</b>	<b>102</b>	<b>\$ 15,700</b>	<b>\$ -</b>	<b>\$ 15,700</b>
<b>Task 4 - Meetings and Project Management</b>								
4-1	Meetings		16		16	\$ 3,200	\$ -	\$ 3,200
4-2	Project Management		16		16	\$ 3,200	\$ -	\$ 3,200
	<b>Subtotal Task 4</b>		<b>32</b>		<b>32</b>	<b>\$ 6,400</b>	<b>\$ -</b>	<b>\$ 6,400</b>
<b>Total Hours and Fee</b>		<b>22</b>	<b>100</b>	<b>208</b>	<b>330</b>	<b>\$ 50,130.00</b>	<b>\$ 47,782.50</b>	<b>\$ 97,912.50</b>
<i>Percent of Hours:</i>		<i>7%</i>	<i>30%</i>	<i>63%</i>	<i>100%</i>			

1) Direct costs include well permit fees, drill cutting waste profiling and disposal, transducer costs and well location surveying

TABLE 3. Fee Schedule for Well Profiling using BESST, Inc. under Current Wellhead Conditions  
 JOSHUA BASIN WATER DISTRICT  
 Down-Well Profiling of Water Supply Wells for Hexavalent Chromium

		<i>Project Team Role:</i>			<b>TOTAL HOURS</b>	<b>DUDEK LABOR COST</b>	<b>OTHER DIRECT COSTS</b>	<b>TOTAL FEE</b>
		<i>Principal-in-Charge</i>	<i>Senior Engineer/PM</i>	<i>Hydrogeologist III</i>				
		<i>Team Member:</i>	<i>S. Stuart, PE</i>	<i>J. Kubran</i>				
		<i>Billable Rate :</i>	<i>\$235</i>	<i>\$200</i>	<i>\$120</i>			
<b>Task 1 - Project Coordination and Logistical Planning</b>								
1-1	Coordinate with District, Contractor(s), and Analytical Laboratory		18	20	38	\$ 6,000		\$ 6,000
1-2	Set Temporary Access Tubes		4		4	\$ 800		\$ 800
		<b>Subtotal Task 1</b>	<b>22</b>	<b>20</b>	<b>42</b>	<b>\$ 6,800</b>	<b>\$ -</b>	<b>\$ 6,800</b>
<b>Task 2 - Profile Wells</b>								
2-1	JBWD-10	2	4	20	26	\$ 3,670	\$ 23,086	\$ 26,756
2-2	JBWD-14	2	4	20	26	\$ 3,670	\$ 23,086	\$ 26,756
2-3	JBWD-15	2	4	20	26	\$ 3,670	\$ 23,086	\$ 26,756
2-4	JBWD-16	2	4	20	26	\$ 3,670	\$ 23,086	\$ 26,756
2-5	JBWD-17	2	4	20	26	\$ 3,670	\$ 23,086	\$ 26,756
		<b>Subtotal Task 2</b>	<b>10</b>	<b>20</b>	<b>130</b>	<b>\$ 18,350</b>	<b>\$ 115,431</b>	<b>\$ 133,781</b>
<b>Task 3 - Technical Report</b>								
3-1	Receive, Compile and Analyze Data	10	20	24	54	\$ 9,230	\$ -	\$ 9,230
3-2	Draft Technical Report	2	6	40	48	\$ 6,470	\$ -	\$ 6,470
		<b>Subtotal Task 3</b>	<b>12</b>	<b>26</b>	<b>102</b>	<b>\$ 15,700</b>	<b>\$ -</b>	<b>\$ 15,700</b>
<b>Task 4 - Meetings and Project Management</b>								
4-1	Meetings		16		16	\$ 3,200	\$ -	\$ 3,200
4-2	Project Management		16		16	\$ 3,200	\$ -	\$ 3,200
		<b>Subtotal Task 4</b>	<b>32</b>		<b>32</b>	<b>\$ 6,400</b>	<b>\$ -</b>	<b>\$ 6,400</b>
		<b>Total Hours and Fee</b>	<b>22</b>	<b>100</b>	<b>184</b>	<b>\$ 47,250.00</b>	<b>\$ 115,431.25</b>	<b>\$ 162,681.25</b>
<i>Percent of Hours:</i>			<i>7%</i>	<i>33%</i>	<i>60%</i>	<i>100%</i>		


1) Direct costs include well permit fees, drill cutting waste profiling and disposal, transducer costs and well location surveying

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

October 1, 2014

Report to: President and Members of the Board

Prepared by: Curt Sauer 

TOPIC: Discussion and approval to proceed with hiring a Chief of Operations

RECOMMENDATION: Recommend approval for the General Manager to find and hire a Chief of Operations.

ANALYSIS: The Board approved the Operational Budgets for 2014/15 and 2015/16 which included funding either the Chief of Operations or a similar position. After discussions with staff and my observations over the past 6 months, I believe the District will be best served by refilling this position, which has been vacant for over 5 years.

The absence of this position has resulted in a redistribution of certain assignments to the Assistant General manager and the General Manager taking valuable time away from crucial administrative functions and the ability to focus on long term planning.

Some examples:

This position will frequently function as project manager, reducing the need to pull other managers away from their primary duties. For example, Susan was the project Manager for the pipeline project and recharge ponds project. These assignments take time away from the intent of these positions to either manage the fiscal and administrative functions of the district, or address partnerships, funding opportunities and strategic planning. Filling this position should also reduce expenses associated with frequently utilizing Dudek as the project manager for smaller projects such as the rehabilitation of Well 14, or the D 3 booster project.

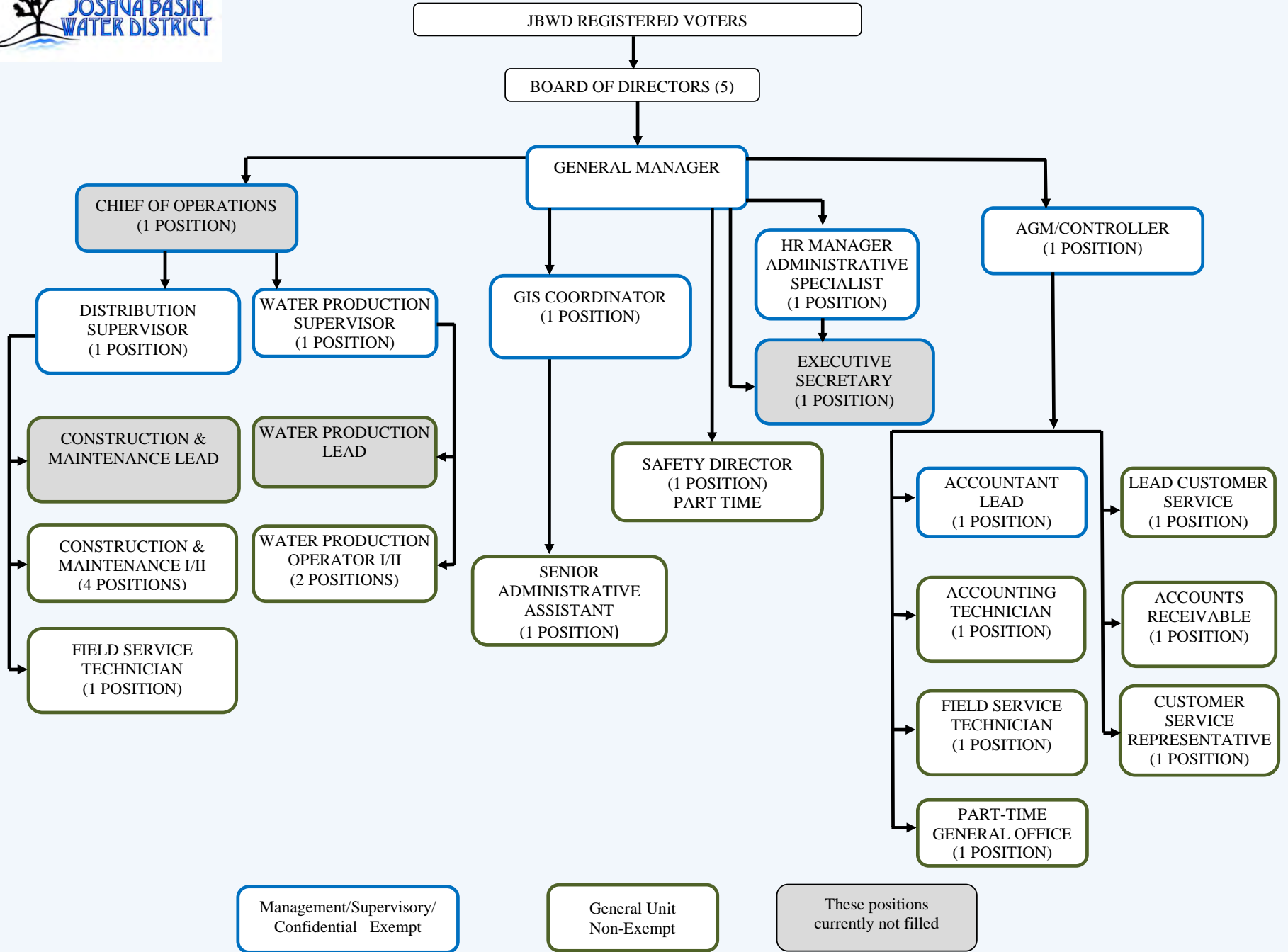
I also believe the interface between our SEMS, GIS, Customer Service and finance/contracting systems will be enhanced with one person responsible for Operations and one person responsible for Administration.

Joshua Basin Water District has a core mission of supplying safe water to our customers while protecting the quality of the water. New responsibilities including the operation of the HDMC wastewater treatment plant, the recharge pipeline/ponds will be coordinated through this position. Planning for Chromium 6, and various items in the Strategic Plan such as pipeline replacement, H Zone tank and secondary line for the Hospital (should the Hospital choose to fund it), would be coordinated through this position.

Staffing this position will support the ability of the General Manger to address planning and partnerships outlined in the strategic plan. These include updating the Groundwater Management plan (1990) developing a Capital Improvement Plan, negotiations with the union, and strengthening administration and management.

STRATEGIC PLAN ITEM: All 5 major goals

FISCAL IMPACT: Salary costs estimated to be \$60,000 in first year and \$120,000 range in the second year. Cost savings from efficient operations, oversight of projects and ability to perform projects in house are intangible at this time. However the net effect in efficiencies should result in cost savings compared to how the district is currently approaching its work load.






JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

Report to: President and Members of the Board

Prepared by: Curt Sauer 

TOPIC: Amend the Board of Director's Best Practices Document

RECOMMENDATION: Approve and adopt the revised Document

ANALYSIS: At the September 3, 2014 Board meeting the Board discussed a revision to the Best Practices document of 2008. President Fuller and the Board requested that the item be tabled until further review occurred.

The document before you was developed by Ms. Fuller and Ms. Luckman and is presented tonight for your discussion and action.

STRATEGIC PLAN ITEM: NA

FISCAL IMPACT: NA

## ROLE OF THE BOARD OF DIRECTORS

Sections:

- 1.1 Purpose.
- 1.2 Role of the board of directors.
- 1.3 Public representation.
- 1.4 Employee relations and discipline.
- 1.5 Use and safeguarding of district property and resources.
- 1.6 Use of legal counsel by members of the board of directors.
- 1.7 Instructions to staff.

### **1.1 Purpose.**

To provide guidance to the board of directors on duties and responsibilities to Joshua Basin Water District.

The board, except as otherwise specifically preceded by law or these rules of procedure, shall constitute the governing body of the district.

### **1.2 Role of the board of directors.**

A. The district's policies, mission, goals and programs are established by a majority of the board of directors at public meetings. The board will not direct management on how to implement policy but will hold management responsible if the policy of the agency is not implemented.

B. The general manager shall recommend programs to implement district policy to the board at public meetings unless instructed by the board to report to a committee or individual directors. The manager shall carry out the programs approved by the board without modification.

C. Individual directors are encouraged to inquire of the general manager as to the status of programs. The general manager shall in a timely manner provide information requested by directors as necessary to assist in decision making and policy direction. Routine requests, orally or in writing, for readily available written information or documents shall not require formal board approval. Requests which involve other than routine collection of data from more than one source, compilation of data from one or more sources, or preparation of written reports, studies, analyses

or tabulations, requiring more than two hours of staff time, shall be submitted to the board of directors by the individual director for formal approval. All directors' requests shall be treated uniformly and responded to in a fair and courteous manner.

In the event a disagreement arises over such a request the president of the board of directors shall be consulted. The decision of the board president as to the best manner of responding to such request shall be final unless modified or reversed by a majority vote of the board of directors.

Directors shall not request information from subordinate staff. Directors requesting information shall not instruct staff as to the manner of responding to such request or the performance of their duties generally. Nothing herein shall be construed as limiting any director from asking a request pursuant to the California Public Records Act.

D. The board identifies problems; the general manager assists. Staff develops programs to address problems. The board approves programs and identifies new problems for staff attention. New programs require new staff, new financing, and possibly new equipment and a new plan.

E. An individual board member has the privilege of inspecting all public records but no greater rights in the day-to-day operation of an agency than the public.

F. The board employs the general manager of the district.

G. The general manager is the secretary of the district.

H. The board defines the responsibilities of the general manager's and delegate's authority. The board monitors progress and redirects, if necessary.

I. The board provides the general manager with resources needed to carry out the policies and programs of the board.

J. The board adopts the district budget.

K. The board approves district head count.

L. The board establishes employee benefit programs and approves pay ranges.

- M. The board establishes all rules and regulations governing employees on the job.
- N. The board hires the district's legal counsel and auditor.
- O. The board approves the check register.
- P. The board conveys easements and real property of the district.
- Q. The board approves acquisitions and/or purchase of real property.

### **1.3 Public representation.**

A. Addressing the Public on Behalf of the District. Providing the board has taken action by majority vote, the board president or other designee of the board may address the public on behalf of the district. Such director or representative may expressly introduce themselves as a representative of the district or as speaking on behalf of the board of directors.

B. Addressing the Public as Individuals. When publicly expressing opinions regarding any aspect of district business, it is requested that directors state that they are expressing their own opinions and not representing the district or the board as a whole unless so directed by the board, or unless otherwise expressing official district policy as formally expressed previously by the board of directors. Directors should refrain from introducing themselves in a manner which implies they are speaking on behalf of the district, expressing official district policy or speaking on behalf of the board of directors.

### **1.4 Employee relations and discipline.**

All district personnel matters, including employee discipline, have been specifically designated the responsibility of the general manager by the board of directors.

A. Board members shall not, in the performance of their official functions, discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual preference, medical condition or disability. A board member will not grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

B. Individual members of the board of directors shall not supervise, discipline or attempt to direct district personnel other than through the general manager or his designee, with majority approval of the board of directors.

C. Interference with district employee relations or efforts to discipline public employees of the district by individual members of the board of directors, without majority approval of the board of directors, shall be grounds for public censure and such other administrative and legal penalties as the board of directors may deem appropriate.

### **1.5 Use and safeguarding of district property and resources.**

Except as specifically authorized by a majority of the board, a board member will not use or permit the use of district-owned vehicles, equipment, telephones, materials or property for personal convenience or profit. A board member will not ask or require a district employee to perform services for the personal convenience or profit of a board member or employee. Each board member must protect and properly use any district assets within his or her control, including information recorded on paper or in electronic form. Board members will safeguard district property, equipment, money and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

### **1.6 Use of legal counsel by members of the board of directors.**

In order to control legal costs, the board policy is to permit the use of district legal counsel by individual directors only as follows:

A. An individual director must consult with the general manager prior to any consultation with general legal counsel.

B. An individual director may initiate consultation with general legal counsel regarding the following:

1. A legal matter relating directly to district or board business, but not for matters of personal business to the director or matters adverse to the interests of the district or the board as a whole, except as set forth in subsection (B)(3) of this section. Consultation must be limited to relatively simple questions which relate directly to the statutory authority of the

board or to procedures applicable to the board and which do not require a written opinion or significant amounts of legal or factual analysis.

2. An individual director may initiate consultation with special legal counsel regarding a legal matter relating directly to district or board business, but not for matters of personal business to the director or matters adverse to the interest of the district or the board as a whole. Such consultation may occur only with prior approval of the board.

3. Nothing in this policy shall prohibit an individual director from seeking the advice of general legal counsel on issues related to the director's individual FPPC Form 700, or other relatively simple conflict of interest questions related to the individual director.

### **1.7 Instructions to staff.**

All general business of the district, including requests for information and instructions to district personnel, is to be conducted through the general manager or his designee.