

**President**  
Stacy Doolittle

**VP**  
Tomas Short

**Directors**  
Tom Floen  
Jane Jarlsberg  
David Fick

**General  
Manager**  
Sarah Johnson

**Legal Counsel**  
Jeff Hoskinson



## **REGULAR MEETING AGENDA OF THE BOARD OF DIRECTORS** **Wednesday, June 17, 2026, at 5:00 p.m.**

MEETINGS ARE HELD IN PERSON AT 61750 CHOLLITA RD., JOSHUA TREE, CA 92252

REMOTE ACCESS IS AVAILABLE FOR THE CONVENIENCE OF THE PUBLIC

CLICK TO JOIN VIRTUALLY: [ZOOM LINK](#)

CALL TO JOIN BY PHONE: (669) 444-9171

MEETING ID: 864 4800 3304

PASSCODE: 61750

### **MISSION, VISION, AND VALUES**

#### **Mission Statement**

To provide, protect, and maintain Joshua Tree's water - our vital community resource.

#### **Vision Statement**

To achieve excellence in all District endeavors.

#### **Values**

The community of Joshua Tree has entrusted the Board of Directors and employees of Joshua Basin Water District with its most valuable natural resource, its groundwater. As stewards of the community water supply, we oversee this critical natural resource to ensure current and future water reliability. Dedicated to this purpose, we embrace these important values:

- **Integrity** – To consistently earn our customers’ trust by prioritizing the needs of the community... doing the right thing for the right reason.
- **Transparency** – To openly and honestly share information about our operations with the public.
- **Respect** – To treat the residents of Joshua Tree, and all those contacted in the course of business, with high esteem and regard.
- **Fiscal Responsibility** – To manage all resources as if they were our own, whether revenues, assets, or water supply, in a conscientious and appropriate manner.
- **Accountability** – To take responsibility for our decisions and actions in managing this essential resource.

### **1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

### **2. DETERMINATION OF A QUORUM**

Consideration of Board Member requests for remote participation.

### **3. APPROVAL OF AGENDA**

### **4. PUBLIC COMMENT**

This is the time set aside for public comment on any District related matter, whether appearing on the agenda or not. Pursuant to the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. At the discretion of the Board President comments on a particular Agenized item may be deferred until that item is heard. Please state your name and limit your comments to 3 minutes. For members of the public attending the meeting on-line, please use the “Raise Hand” reaction feature in your toolbar on Zoom to signal your desire to comment and be recognized by the Board.

**5. CONSENT CALENDAR**

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time, without discussion. If a board member would like an item to be handled separately, it will be removed from the Consent Agenda for separate action.

Pg.7-13

**A. DRAFT MINUTES – 06.03.26**

Pg.14-17

**B. CONFLICT OF INTEREST CODE**

Pg.18-19

**C. STATUTORY AND REGULATORY REQUIREMENT FOR BOARD-ADOPTED SALARY SCHEDULE**

Pg.20-43

**D. CONTRACT RENEWAL WITH WEST COAST CIVIL, INC. FOR AS-NEEDED ENGINEERING SUPPORT SERVICES**

**6. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION**

**7. DISCUSSION/ACTION CALENDAR**

Pg.44

**A. TEMPORARY LABOR STAFFING AGREEMENT WITH waterTALENT**

PRESENTED BY: GENERAL MANAGER, SARAH JOHNSON

RECOMMENDED ACTION: AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WATERTALENT, LLC TO STAFF POSITIONS AS NEEDED.

Pg. 45-68

**B. CONSIDER WATER AVAILABILITY (STANDBY) CHARGES FOR FISCAL YEAR 2026/2027 AND COLLECTION VIA THE COUNTY TAX ROLLS**

PRESENTED BY: DIRECTOR OF FINANCE, ANNE ROMAN

RECOMMENDED ACTION: ADOPT RESOLUTION NO. 26-1089, ESTABLISHING WATER AVAILABILITY CHARGES FOR 2026/2027 AND AUTHORIZING COLLECTION BY SAN BERNARDINO COUNTY.

Pg. 69-71

**C. ANNUAL RESOLUTION TO AUTHORIZE THE COUNTY TO COLLECT COPPER MOUNTAIN MESA (CMM) ASSESSMENT DISTRICT CHARGES VIA THE COUNTY PROPERTY TAX ROLLS**

PRESENTED BY: DIRECTOR OF FINANCE, ANNE ROMAN

RECOMMENDED ACTION: REVIEW AND ADOPT RESOLUTION NUMBER 26-1090.

**8. DIRECTOR REPORTS/COMMENTS**

This time is reserved for Director reports and comments on matters within the District’s jurisdiction, for informational purposes only, on subjects not covered by the agenda; the opinions expressed by individual Directors do not necessarily reflect those of the Board as a whole or District staff, and no action shall be taken.

**9. MANAGERS’ REPORT**

For informational purposes only on subjects not covered by the agenda. No action is to be taken.

Pg. 5

**10. AGENDA ITEMS REQUESTED BY THE BOARD**

Directors may request items be placed on future agendas. These requests will be recorded on the “Future Agenda Items” list, located on the page following the agenda, and scheduled as time permits. Items will be brought back for Board discussion as requested—no additional staff work will be initiated in advance. The Director making the request is responsible for being prepared to discuss the topic for initial consideration. The full Board will then vote to determine whether the item moves forward for staff involvement.

**11. CLOSED SESSION -**

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Govt Code § 54956.9(d)(1))

Name of case: City of Indio v. Eric Oppenheimer, Fresno County Superior Court, Case No. 24CECG04779

**12. ADJOURNMENT**

**MEETING INFORMATION**

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

Availability of agenda materials: Materials related to any item on this Agenda submitted to the District Board of Directors or Committee Members after distribution of the agenda packet are available for public inspection at the District’s office, 61750 Chollita Road, Joshua Tree, CA 92252, during normal business hours. All documents supporting this agenda are available on the District website [www.jbwd.com](http://www.jbwd.com), subject to the staff’s availability to post the documents before the meeting.

Reasonable Accommodation: Any person with a disability who requires accommodation to view the agenda or to participate in the public comment portion of the Board meeting, should direct such requests to Lisa Thompson, Executive Assistant, at 760-366-8438. Please allow three business days for your request to be processed. Requests must be received at least seventy-two (72) hours before the scheduled meeting.

Disruptive Conduct: If any meeting of the District is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, a meeting may be recessed or the person or persons willfully disrupting the meeting may be ordered to leave the meeting. Disruptive individuals attending on-line may be removed from the meeting and banned for the remainder of such session. Disruptive conduct includes addressing the Board or Committee without first being recognized, not addressing the subject before the Board or Committee, repetitively addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board or Committee from conducting its meeting in an orderly manner. Your cooperation is appreciated.

## FUTURE AGENDA ITEMS REQUESTED BY THE BOARD

Staff will notify the requesting Board member of the meeting at which the agenda item will be scheduled, with a minimum of two weeks' notice. Any supporting materials must be submitted to the General Manager by close of business on the Wednesday preceding the Board meeting. Board members requesting an agenda item are expected to be prepared to discuss the item, including its anticipated benefits, alignment with the Strategic Plan, and any associated costs. Leads will be assigned by the GM after the agenda item is presented to the board for direction.

#	Item Requested	By	Date Requested	Lead	Notes
1	PFAS Concerns Discussion	Jarlsberg	01.21.26	TBD	No PFAS detected in water sampling
2	<del>Sewer Project Updates</del>	Fick	<del>01.21.26</del>	Johnson	<del>Completed 04.01.26 (more info to come)</del>
3	<del>Chromium 6 Updates &amp; Workshop</del>	Doolittle	<del>01.21.26</del>	Johnson	<del>Completed 03.19.26</del>
4	Customer Deposits	Short	02.04.26	Roman	Scheduled with Bad Debt in August
5	Update Employee Handbook with incentives	Short	02.04.26	Johnson	Scheduled in June
6	CAAP Re-evaluation	Fick	02.04.26	Shook	Scheduled in August
7	Board Retreat Workshop/Social Media	Jarlsberg/ Doolittle	02.18.26	Johnson	Tentative - Late Summer/Early Fall
8	District to join JTABC	Fick	03.19.26	TBD	
9	Waste Water Strategy	Doolittle	03.19.26	TBD	
10	Landscaping Policy Discussion	Doolittle	03.19.26	TBD	
11	Nitrates Presentation	Doolittle/ Fick	05.11.26	TBD	
12	<del>CEQA Review on Budget</del>	Doolittle	<del>05.11.26</del>	TBD	Added to FY 26/27 Budget
13					

## FUTURE DIRECTOR MEETINGS - CALENDAR REMINDER

Informed, well-connected, and educated Directors are able to provide the best decision-making on behalf of JBWD ratepayers. Training and educational conferences provide an invaluable opportunity for Directors to become and stay educated about issues of significance to JBWD. Networking with various representatives, whether local, state, or federal officials, provides an opportunity for JBWD to have a seat at the table, and affords perspective, insight, and occasion for JBWD to collaborate on similar issues, learn about grant opportunities or gain an understanding of upcoming legislation. Director attendance at various meetings is critical for ensuring that JBWD’s concerns, needs, or interests are appropriately shared and represented at many levels of government. Directors serve as the official face of JBWD and their attendance at JBWD-sponsored events such as Water Education Day, JBWD tours, retirements, or celebrations, signifies the importance and value of such events. JBWD belongs to various industry associations and Director attendance at their meetings demonstrates our interest and willingness to be part of the solution.

MEETING	DATE	TIME	ATTENDEES
MWA - Board Meeting	06.25.26	9:30 AM	Floen
ACWA - Region 8 Event	06.26.26	10:00 AM	Short
ACWA - Vision for Our Water Future	06.30.26	11:00 AM	Doolittle
JBWD - Board Meeting	07.01.26	<b>CANCELLED</b>	
JBWD - Water & Growth Committee	07.08.26	9:00 AM	Doolittle/Short
MWA - Board Meeting	07.09.26	9:30 AM	Jarlsberg
JBWD - Board Meeting	07.15.26	5:00 PM	All

# MEETING MINUTES



## REGULAR MEETING OF THE BOARD OF DIRECTORS JUNE 03, 2026, 5:00 PM

### 1. CALL TO ORDER

President Doolittle called the meeting to order at 5:00 p.m.

### 2. DETERMINATION OF A QUORUM & ATTENDANCE

**Board Members Present:** President Doolittle, Vice President Short, Director Floen, Director Jarlsberg, Director Fick

**Staff Present:** General Manager Johnson, Director of Administration Shook, Accounting Supervisor Rich, Executive Assistant Thompson, HR & Risk Generalist Sheehan

**Consultant(s) Present:** Legal Counsel, Jeff Hoskinson, Zanjero's Water Resources Planner, Adriel Ramires and Principal Engineer Greg Young, Public Outreach Consultant, Kathleen Radich

**Citizens Advisory Council Member(s) Present:** David Carrillo

### 3. APPROVAL OF THE AGENDA

Director Jarlsberg moved to approve the agenda and seconded by Director Floen and approved by the following vote:

1<sup>st</sup> / 2<sup>nd</sup> Jarlsberg/Floen  
Ayes: Doolittle, Short, Floen, Fick, Jarlsberg  
Noes: None  
Abstain: None  
Absent: None

### 4. PUBLIC COMMENT –

Daniel Flores, Joshua Tree resident, expressed concerns regarding delays in obtaining a non-interference letter and will-serve verification related to his four-parcel subdivision project.

### 5. CONSENT CALENDAR

- A. DRAFT MINUTES – 05.18.26
- B. DRAFT MINUTES – 05.20.26
- C. APRIL 2026 CHECK REGISTER

Vice President Short made a motion to approve the Consent Calendar and seconded by Director Floen, approved by the following vote:

1st/ 2nd Short/Floen  
Ayes: Doolittle, Short, Floen, Jarlsberg, Fick  
Noes: None  
Abstain: None  
Absent: None

**6. ITEMS PULLED FROM CONSENT CALENDAR FOR DISCUSSION -None**

**7. DISCUSSION ITEMS**

**A. PUBLIC HEARING AND ADOPTION OF THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN**

PRESENTED BY: GENERAL MANAGER, SARAH JOHNSON INTRODUCING ZANJERO'S WATER RESOURCES PLANNER, ADRIEL RAMIREZ

RECOMMENDED ACTION: CONDUCT A PUBLIC HEARING AND ADOPT RESOLUTION NO. 26-1086 APPROVING THE DISTRICT'S 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

General Manager Sarah Johnson introduced Zanjero Water Resources Planner Adriel Ramirez and Principal Engineer Greg Young, who presented the District's 2025 Urban Water Management Plan and Water Shortage Contingency Plan. The presentation included an overview of the regional planning framework, water supply and demand projections, reliability assessments, population forecasts, and the Water Shortage Contingency Plan. Ramirez reported that the District has sufficient water supplies to meet projected demands throughout the planning horizon and that the Water Shortage Contingency Plan remains in place as a preparedness measure.

The Board conducted a Q&A session with Ramirez and Young regarding the Plan, including population growth projections and related assumptions. After discussion, it was agreed that a final sentence in Article 13 would be struck.

President Doolittle opened the public hearing at 5:59 p.m. and closed the hearing at 6:00 p.m.

Director Floen made a motion to conduct a public hearing and adopt Resolution No. 26-1086 Approving the District's 2025 Urban Water Management Plan and Water Shortage Contingency Plan, and seconded by Director Vice President Short, approved by the following vote:

1st/ 2nd Floen/Short  
Ayes: Doolittle, Short, Floen, Jarlsberg, Fick  
Noes: None  
Abstain: None  
Absent: None

**B. VACANCY REPORT IN COMPLIANCE WITH AB 2561**

PRESENTED BY: AUDRIANA SHEEHAN, HR & RISK GENERALIST

RECOMMENDED ACTION: OPEN PUBLIC HEARING, RECEIVE AND FILE VACANCY REPORT

HR & Risk Generalist Audriana Sheehan presented the Vacancy Report in Compliance with AB 2561. The report includes a summary of all funded full-time vacant positions, the length of each vacancy,

the impact on service delivery, and current recruitment efforts. The purpose of the report is to promote transparency regarding staffing levels and the agency’s capacity to maintain essential services.

President Doolittle opened the public hearing at 6:02 p.m. and closed the hearing at 6:03 p.m. The Board acknowledged receipt of the Vacancy Report, which is ready for filing.

C. EMPLOYEE COMPENSATION PLAN

PRESENTED BY: AUDRIANA SHEEHAN, HR & RISK GENERALIST

RECOMMENDED ACTION: RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT RESOLUTION 26-1087 APPROVING THE EMPLOYEE COMPENSATION PLAN

HR & Risk Generalist Audriana Sheehan presented the 2026 Employee Compensation Plan, which was developed using employee survey feedback. The proposed plan included a 3.4% cost-of-living adjustment (COLA) and a \$1,000 increase to the District’s 457 Retirement Employer Match contribution, effective with the first payroll in July. All other compensation and benefit programs would remain unchanged.

Vice President Short made a motion to adopt Resolution 26-1087 Approving the Employee Compensation Plan, seconded by Director Jarlsberg and approved by the following vote:

1st/ 2nd	Short/Jarlsberg
Ayes:	Doolittle, Short, Jarlsberg, Fick
Noes:	Floen
Abstain:	None
Absent:	None

D. 2025/26 REVISED AND 2026/27 PROPOSED BUDGET ADOPTION

PRESENTED BY: GENERAL MANAGER JOHNSON, DIRECTOR OF FINANCE ROMAN, DIRECTOR OF ADMINISTRATION SHOOK

RECOMMENDED ACTION: ADOPT THE FISCAL YEAR 2025/2026 REVISED BUDGET AND THE FISCAL YEAR 2026/2027 PROPOSED BUDGET

Director of Finance Anne Roman presented the 2025/26 Revised Budget and the 2026/27 Proposed Budget. Roman provided an overview of the District’s operating and capital budgets, budget assumptions, reserve usage, and projected revenues and expenses. Roman reviewed revisions made since the May 18th budget workshop, including adjustments to engineering and grant consulting services, staffing support, AMI funding, and the District’s 457 employer contribution. Roman also presented budget comparisons, salary summaries, capital improvement projects, and projected reserve balances. The Board conducted a Q&A session regarding the proposed budget and reserve impacts.

Director Jarlsberg made a motion to adopt the Fiscal Year 2025/26 Revised Budget and the Fiscal Year 2026/27 Proposed Budget and seconded by Director Floen, approved by the following vote:

1st/ 2nd	Jarlsberg/Floen
Ayes:	Doolittle, Short, Floen, Jarlsberg, Fick
Noes:	None

Abstain: None  
Absent: None

## 8. DIRECTOR REPORTS/COMMENTS

### President Doolittle

- Doolittle commented that the new flags outside the office building look nice.
- Doolittle reported meeting with General Manager Sarah Johnson to discuss agenda planning, board-staff communications, and upcoming Board business. They also discussed the formation and scheduling of the Water & Growth Standing Committee, which will meet on the second Wednesday of each month. Initial committee discussions will focus on identifying priority topics and refining the committee charter, with any substantial recommendations to be brought forward to the Board for consideration.
- Doolittle reported that she and General Manager Sarah Johnson discussed placing greater emphasis on in-person communication instead of communication via email, when appropriate, to help lessen the administrative burden on Johnson's workload. Doolittle noted that email will still be used when necessary to document important matters and maintain an appropriate record.
- Doolittle reported that she had contacted the district's legal counsel on a few occasions to seek guidance on procedural matters, including discussions related to the Water & Growth Committee and CEQA-related issues. Doolittle also emphasized that at no time did she intend to imply, nor should it be interpreted, that she was authorized to act on behalf of the Board.
- Doolittle reported that she attended the ACWA Vision Working Group kick-off meeting on June 2nd. The group meets biweekly and is developing recommendations for California's next Governor focused on water infrastructure, affordability, investment, and modernization of water management, with an emphasis on accelerating state funding for water projects. Final recommendations will be presented to the ACWA Board for consideration in November. Doolittle noted she is pleased to participate in the working group.
- Doolittle reported that she met with a geohydrologist she previously encountered at the Cal Rural Water Expo 2026 to discuss nitrate issues in the district's aquifers. The discussion included the potential for him to provide a comprehensive report for the Board and public review of available data. Doolittle clarified that her meeting was informational only and not intended to procure consultants or conduct district business.

### Vice President Short

- None

### Director Floen

- None

### Director Jarlsberg

- Jarlsberg noted that she has previously raised concerns related to PFAS and reiterated her commitment to continue following up on the topic.
- Jarlsberg will be attending the MWA TAC meeting tomorrow in place of President Doolittle.

### Director Fick

- Fick reported that he contacted the Regional Water Quality Control Board to review historical records related to the nitrate issues in Yucca Valley and to investigate any relevant records

pertaining to Joshua Tree. Fick noted that he copied Director of Administration David Shook on the correspondence to keep him informed.

- Fick reported attending the Mojave Water Agency Board meeting, where the primary topic of discussion was the Agency's Master Plan.

## **9. MANAGER'S REPORT**

### General Manager Report

Johnson reported on the following:

- Johnson stated that, at the request of the Board President, a written manager's report has been prepared. Johnson distributed the report to the Board, and it is included as an attachment to the minutes. In addition to the written report:
- Johnson expressed appreciation to the Finance Department for their hard work on the budget and thanked the Board for its input and strategic direction.
- Johnson thanked HR & Risk Generalist Audriana Sheehan for her two presentations at tonight's Board meeting and noted that she did a good job presenting.
- Johnson stated that a quarterly operational report will be implemented beginning in July, which will be included on the agenda's consent calendar.

## **10. AGENDA ITEMS REQUESTED BY THE BOARD**

- Doolittle – None
- Short – None
- Floen – None
- Jarlsberg – None
- Fick – None

## **11. ADJOURNMENT**

On motion by Vice President Short, seconded by Director Jarlsberg, and approved by the Board, the meeting was adjourned at 7:17 p.m.

Respectfully submitted,

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Sarah Johnson, General Manager & Board Secretary



# Managers' Report

PRESENTED ON: June 3, 2026

## PURPOSE:

The Manager's Report provides the Board of Directors with a summary of noteworthy activities, meetings attended, and updates from the General Manager, Operations, Administration, Finance, and other District functions. The report is not intended to be all-inclusive and does not replace separate staff reports or agenda items for matters requiring Board discussion or action. The Manager's Report will be provided at least monthly and may be presented more frequently as needed.

## GM

**FEDERAL FUNDING UPDATE – FY2027 APPROPRIATIONS REQUEST** Joshua Basin Water District has received positive news regarding its FY2027 federal appropriations request for Chromium 6 treatment. The House Appropriations Subcommittee on Interior, Environment, and Related Agencies has recommended the District's project for funding and advanced it to the next stage of the federal appropriations process.

While the requested funding amount was reduced, the project was included in the Subcommittee's recommendations at \$1 million. This is an important milestone and reflects continued recognition of the District's critical drinking water infrastructure needs, particularly related to chromium-6 treatment and regulatory compliance.

The project must still be considered by the full House and Senate, with final funding levels to be determined through negotiations between both chambers before legislation is sent to the President for approval. Although several steps remain, advancing beyond the Subcommittee stage is a significant achievement and keeps the project in a strong position as the process moves forward.

**COURT RULING ON CHROMIUM-6 REGULATION CHALLENGE** The Fresno County Superior Court denied the petition filed by Joshua Basin Water District and other water agencies challenging the State Water Resources Control Board's adoption of the new 10 parts per billion (ppb) Chromium-6 Maximum Contaminant Level (MCL). The court found that the State Water Board acted within its legal authority, adequately evaluated technological and economic feasibility, complied with public participation requirements, and properly supported the regulation through scientific review. While the court acknowledged concerns raised regarding implementation costs and impacts on water systems, it concluded that the petitioners did not demonstrate that the regulation or rulemaking process violated applicable law. As a result, the Chromium-6 MCL remains in effect. The Court declined to set aside a policy simply because it may be a bad policy or unwise, and determined that economically feasible simply meant the treatment was possible--even if it is expensive.

**PELICAN'S MEETING ATTENDANCE - REGIONAL COLLABORATION AND OUTREACH** GM Johnson attended the June 1 Pelicans meeting, which provided an opportunity to strengthen regional partnerships and discuss issues of mutual interest. The meeting facilitated productive conversations and relationship-building with representatives from Southern California Edison, the Morongo Basin Healthcare District, and other local agencies. These connections support ongoing collaboration on matters affecting the Morongo Basin region and help advance opportunities for future coordination among local agencies and stakeholders.

**SB COUNTY SEWER STUDY UPDATE** On May 26, 2026, the GM Johnson requested an update from San Bernardino County regarding the status of the sewer study. On May 28, 2026, County Public Works responded that county staff is actively drafting the Request for Proposals (RFP) and anticipating beginning internal review on the draft in June. Following internal review, the County will provide the draft RFP to Joshua Basin Water District for input prior to initiating the County's procurement approval process. The County is currently anticipating releasing the solicitation in July 2026. They said they would be in touch with any changes to the timelines.

**OPERATIONS**

**WELL 15 PROFILING UPDATE** The District recently completed profiling of Well 15 to evaluate whether pumping from lower depths could reduce chromium-6 concentrations. The results showed that while chromium-6 levels decrease at deeper intervals, other water quality constituents increase, effectively trading one water quality challenge for another. In addition, operating the well at these lower depths would reduce production capacity by approximately 50%, significantly impacting the well's gallons-per-minute output.

Based on these findings, staff believes the most practical and reliable path forward is to continue pursuing chromium-6 treatment rather than modifying well operations. While the results were not the outcome the District had hoped for, the study provided valuable information about the well's characteristics and performance. This improved understanding will help guide future operational and infrastructure decisions and supports the District's long-term planning efforts.

**ADMIN** No Report

**FINANCE**

**INTERIM AUDIT UPDATE** The interim audit started on June 1<sup>st</sup> and continues this week. This first phase of the audit includes sampling of accounts payable data, cash receipt and billing data, employee and payroll review, as well as documentation of internal controls. Starting at fiscal year-end, Finance will begin preparing year end entries and preparing reports and schedules for the final audit, the second phase, which will occur in the fall.

**OTHER** No Report



<b>AGENDA ITEM NO:</b>	5B
<b>MEETING DATE:</b>	06.17.26

## Staff Report

<b>PRESENTED BY:</b>	General Manager, Sarah Johnson
<b>TOPIC:</b>	<b>Conflict of Interest Code</b>
<b>RECOMMENDATION:</b>	Recommend adoption of the District’s Conflict of Interest Code Resolution No. 26-1088 and adoption of the revision to Appendix A of the Administrative Code.

### SUMMARY

The Political Reform Act requires the District to conduct a biennial review of its Conflict of Interest Code. This review is primarily a housekeeping measure to ensure the Code remains current and accurately reflects District positions subject to disclosure requirements.

The Board last approved the District's Conflict of Interest Code through Resolution 23-1054 on May 5, 2023. The attached resolution includes the updated information required as part of this biennial review.

Because amendments to the Political Reform Act are automatically incorporated by reference into the District's Code, the review process typically focuses on Appendix A, which identifies designated positions required to comply with the Conflict of Interest Code by filing Statements of Economic Interests (Form 700).

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**STRATEGIC PLAN:** N/A  
**FISCAL IMPACT:** N/A

**RESOLUTION NO. 26-1088**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE JOSHUA BASIN WATER DISTRICT  
ADOPTING AN AMENDMENT TO THE DISTRICT'S  
CONFLICT OF INTEREST CODE**

**WHEREAS**, the Political Reform Act ("Act"), Government Code Section 81000 et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes; and

**WHEREAS**, the Act requires that the state and local government agencies review their Conflict-of-Interest Code biannually in order to ensure that it remains in conformity with the Act and to update said Code with respect to any organizational changes which have occurred in the agency since the adoption and last amendment of the Code; and

**WHEREAS**, the Fair Political Practices Commission ("FPPC") has adopted a regulation, 2 Cal. Code of Regs., Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference by state and local government agencies as the Conflict-of-Interest Code of such an agency, and which may be amended by the FPPC from time to time to conform with the amendments in the Act; and

**WHEREAS**, the Board of Directors has previously adopted said Standard Conflict of Interest Code; and

**WHEREAS**, the Board of Directors of the Joshua Basin Water District desires to amend the District's Conflict of Interest Code for the purpose of making it a more user-friendly document for filers and for the District's Filing Officer and to update and restate Appendix A thereto to reflect organizational changes of the District.

**NOW THEREFORE, BE IT RESOLVED**, the Board of Directors of the Joshua Basin Water District

1. The Board of Directors hereby ratifies and confirms the District's adoption of the Standard Conflict of Interest Code and hereby adopts an amended Conflict of Interest Code and Appendix A thereto, which sets forth designated positions and disclosure categories to the District's Conflict of Interest Code, all of which is set forth in Exhibit "A" to this Resolution.
2. The Secretary of the District is hereby authorized and directed to file with the Clerk of the Board of Supervisors a copy of this Amendment and such other information as may be required by the Board of Supervisors.
3. The Secretary of the District is hereby ordered and directed to file the Amended Conflict of Interest Code in the office of the District, and to retain and incorporate same in the District's "Admin Code".
4. All designated positions shall file their statements of economic interests with the Secretary of the District, which will make the statements available for public inspection and reproduction per Government Code Section 81008.

**Approved and Adopted** this 17th day of June 2026 in Joshua Tree, California

Ayes \_\_\_\_\_  
Noes \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Stacy Doolittle, President

\_\_\_\_\_  
Sarah Johnson, General Manager

**APPENDIX A  
DESIGNATED POSITIONS**

**87200 FILERS**

Public Officials who manage public investments as defined by 2 Cal. Code of Regs. §18701(b), are NOT subject to the JBWD’s Conflict of Interest Code but must file disclosure statements under Government Code Section 87200 et seq., and are subject to full disclosure, Category 1. These positions are listed here for informational purposes only.

- Board of Directors
- General Manager

**CODE FILERS**

Public Officials filling designated positions below must file disclosure statements pursuant to the following disclosure categories.

**DESIGNATED POSITIONS**

**DISCLOSURE CATEGORY**

**DEPARTMENT HEADS**

Director of Finance	3
Director of Administration	3
Director of Operations	3

**SUPERVISORS**

Maintenance Supervisor	3
Production Supervisor	3

**NEW POSITIONS**

0

Individuals serving in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code.

**CONSULTANTS**

SEE APPENDIX C



<b>AGENDA ITEM NO:</b>	5C
<b>MEETING DATE:</b>	06.17.2026

# Staff Report

<b>PRESENTED BY:</b>	SARAH JOHNSON, GENERAL MANAGER
<b>TOPIC:</b>	<b>STATUTORY AND REGULATORY REQUIREMENT FOR BOARD-ADOPTED SALARY SCHEDULE</b>
<b>RECOMMENDATION:</b>	RECOMMEND THE BOARD ADOPT THE DISTRICT SALARY SCHEDULE

**BACKGROUND:** As a public employer, the District is required by law and regulation to maintain an accurate publicly accessible salary schedule that has been approved by the Board. The District's salary schedule is typically adopted on an annual basis, but it can also be done as needed.

As approved by the Board of Directors on June 3, 2026, through the budget process and employee compensation plan, this salary schedule reflects a COLA of 3.4%.

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<b>STRATEGIC PLAN:</b>	4.1 – Cultivate organizational culture that successfully recruits, retains, trains, and develops effective leaders and team members.
<b>FISCAL IMPACT:</b>	As budgeted



BOARD ADOPTED: June 3, 2026

COLA : 3.4%

RANGE	POSITION	STEP %	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	ANNUAL		
		HOURLY												MIN	MAX
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12		
11	CUSTOMER SUPPORT SPECIALIST I	\$25.95	\$26.60	\$27.26	\$27.94	\$28.64	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21	\$34.04	\$53,976.00	\$70,803.20
15	CUSTOMER SUPPORT SPECIALIST II	\$28.64	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21	\$34.04	\$34.90	\$35.77	\$36.66	\$37.58	\$59,571.20	\$78,166.40
16	FIELD SERVICE TECHNICIAN I MAINTENANCE WORKER I	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21	\$34.04	\$34.90	\$35.77	\$36.66	\$37.58	\$38.52	\$61,068.80	\$80,121.60
18	PRODUCTION OPERATOR I	\$30.84	\$31.61	\$32.40	\$33.21	\$34.04	\$34.90	\$35.77	\$36.66	\$37.58	\$38.52	\$39.48	\$40.47	\$64,147.20	\$84,177.60
19	ACCOUNTING TECHNICIAN	\$31.61	\$32.40	\$33.21	\$34.04	\$34.90	\$35.77	\$36.66	\$37.58	\$38.52	\$39.48	\$40.47	\$41.48	\$65,748.80	\$86,278.40
22	FIELD SERVICE TECHNICIAN II MAINTENANCE WORKER II MECHANIC	\$34.04	\$34.90	\$35.77	\$36.66	\$37.58	\$38.52	\$39.48	\$40.47	\$41.48	\$42.52	\$43.58	\$44.67	\$70,803.20	\$92,913.60
24	COMPLIANCE COORDINATOR EXECUTIVE ASSISTANT HR GENERALIST PRODUCTION OPERATOR II	\$35.77	\$36.66	\$37.58	\$38.52	\$39.48	\$40.47	\$41.48	\$42.52	\$43.58	\$44.67	\$45.79	\$46.93	\$74,401.60	\$97,614.40
28	MAINTENANCE WORKER III	\$39.48	\$40.47	\$41.48	\$42.52	\$43.58	\$44.67	\$45.79	\$46.93	\$48.10	\$49.31	\$50.54	\$51.80	\$82,118.40	\$107,744.00
30	WATER QUALITY SPECIALIST	\$41.48	\$42.52	\$43.58	\$44.67	\$45.79	\$46.93	\$48.10	\$49.31	\$50.54	\$51.80	\$53.10	\$54.42	\$86,278.40	\$113,193.60
31	BILLING & CUSTOMER SUPPORT SUPERVISOR	\$42.52	\$43.58	\$44.67	\$45.79	\$46.93	\$48.10	\$49.31	\$50.54	\$51.80	\$53.10	\$54.42	\$55.79	\$88,441.60	\$116,043.20
33	ACCOUNTING SUPERVISOR	\$44.67	\$45.79	\$46.93	\$48.10	\$49.31	\$50.54	\$51.80	\$53.10	\$54.42	\$55.79	\$57.18	\$58.61	\$92,913.60	\$121,908.80
35	MAINTENANCE SUPERVISOR PRODUCTION SUPERVISOR	\$46.93	\$48.10	\$49.31	\$50.54	\$51.80	\$53.10	\$54.42	\$55.79	\$57.18	\$58.61	\$60.07	\$61.58	\$97,614.40	\$128,086.40
53	DIRECTOR OF ADMINISTRATION DIRECTOR OF FINANCE DIRECTOR OF OPERATIONS	\$73.19	\$75.02	\$76.90	\$78.82	\$80.79	\$82.81	\$84.88	\$87.01	\$89.18	\$91.41	\$93.70	\$96.04	\$152,235.20	\$199,763.20



<b>AGENDA ITEM NO:</b>	7B
<b>MEETING DATE:</b>	06.17.26

## Staff Report

<b>PRESENTED BY:</b>	SARAH JOHNSON, GENERAL MANAGER
<b>TOPIC:</b>	<b>CONTRACT RENEWAL WITH WEST COAST CIVIL, INC. FOR AS-NEEDED ENGINEERING SUPPORT SERVICES</b>
<b>RECOMMENDATION:</b>	AUTHORIZE THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT WITH WEST COAST CIVIL, INC. FOR AS-NEEDED ENGINEERING SUPPORT SERVICES FOR FISCAL YEAR 2026/2027 IN AN AMOUNT NOT TO EXCEED \$150,000

**BACKGROUND/  
DISCUSSION:**

West Coast Civil, Inc. currently provides as-needed engineering support to the District. The proposed renewal would continue these services for Fiscal Year 2026/2027, including general engineering support, preliminary evaluations, design review, regulatory support, grant support, development review, and other services as needed.

Work will be assigned by the General Manager and billed on a time-and-materials basis using the approved rate schedule. This agreement allows the District to access engineering support as needed without committing to a specific project scope.

**STRATEGIC PLAN:**

- 1.1 – Plan for a sufficient long-term water supply to meet current and future customer needs
- 3.2.a – Plan for the construction and start-up operation of facilities for compliance with the hexavalent chromium regulation.

**FISCAL IMPACT:**

The agreement amount is not to exceed \$150,000 as budgeted in FY 26/27 budget. Costs will be charged to the appropriate account or project.

## **AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is made effective as of **July 1, 2026** (“Effective Date”), by and between the JOSHUA BASIN WATER DISTRICT (“District”), a county water district organized and existing under California Water Code section 30000 *et. Seq.*, and West Coast Civil (“Consultant”). The District and the Consultant may be referred to herein individually as “Party” and collectively as the “Parties.”

### **RECITALS**

A. The District desires to obtain the services of a consultant for purposes of the project or other activity(ies) described in Exhibit A attached to this Agreement (“Project”).

B. The Consultant represents and warrants that it has all licenses, certifications, approvals, resources, qualifications, skills, experience and other things as are necessary to fully and satisfactorily provide the below-listed services to the District as required by this Agreement.

C. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Consultant to perform the below-listed services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

### **AGREEMENT**

#### **PART 1: SCOPE, TIMING, AND COMPENSATION FOR CONSULTANT SERVICES**

**Section 1.1 Scope of Services.** The scope of the services to be performed by the Consultant under this Agreement (“Scope of Services”) is set forth in Exhibit B attached to this Agreement. In the event of a conflict or contradiction between this Agreement and the Consultant’s proposal for the services set forth herein, this Agreement shall prevail.

**Section 1.2 Time for Completion.** Time is of the essence with respect to this Agreement and the performance by the Consultant of each of its obligations under this Agreement. The Consultant shall complete the Scope of Services required under this Agreement not later than the final completion date and, if any, the applicable milestone dates specified in the “Services Schedule” set forth in Exhibit C attached to this Agreement. However, if, for any reason, the Project has not been (or likely will not be) completed before the final completion date or an applicable milestone date, with the result that the District continues to require services in connection with the Project, the District may request an extension of the term of this Agreement, and the Consultant shall not unreasonably refuse, condition, or delay its consent to such request. Upon receipt of any such request, the Parties shall amend this Agreement in writing to extend the term of this Agreement on substantially the same terms as set forth herein, except that the written amendment shall specify such adjustments to the Consultant’s compensation as agreed by the Parties. In the event the Scope of Services is modified per Section 1.5 herein, the written amendment to this Agreement providing for such modification shall specify any applicable modification to the time(s) for completion of the Scope of Services.

**Section 1.3 Compensation.** The District shall pay to the Consultant, in exchange for satisfactory performance by the Consultant of the Scope of Services required under this Agreement such all-inclusive compensation as is specified in Exhibit D attached to this Agreement. Such compensation shall be payable by monthly invoicing submitted to the District by the Consultant. The District shall pay undisputed invoices within thirty (30) days of receipt from the Consultant. The District may, within fifteen (15) days of receipt of a payment request from Consultant, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the Consultant to submit such information and/or documentation.

**Section 1.5 Change in Scope of Services.** The District may at any time request any decrease, reasonable increase, or reasonable other change in the Scope of Services. In response to any such request, the Consultant shall provide to the District a written proposal describing in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of the Consultant's obligations under this Agreement; and (iii) the impact of the change on the cost to the District under this Agreement. Each proposal shall include proposed adjustments to the compensation payable to the Consultant using such basis (fixed fee, time & materials, etc.) as requested by the District. No proposal shall be valid or binding on the Parties unless incorporated into a written amendment to this Agreement that has been duly-approved, signed and delivered by both Parties. If the District requests deletions from the Scope of Services in writing or otherwise, under no circumstances shall the Consultant thereafter perform such Scope of Services unless the District further directs such performance in writing. The District may use the Services Schedule specified in Exhibit C and the Payment Schedule in Exhibit D hereto, or pro-rata adjustments thereof, to determine the adjustments attributable to any deletion from the Scope of Services. Otherwise, if the Parties cannot agree on or document the terms for any such deletion, the time for performance of the modified Scope of Services and the compensation to the Consultant for such modified performance shall be equitably adjusted through any dispute resolution method authorized by this Agreement. However, the Consultant shall not be entitled to any profit, overhead, or other amounts whatsoever related to the deleted portion of the Scope of Services.

## **PART 2: CONSULTANT STATUS AND ADMINISTRATION OF AGREEMENT**

**Section 2.1 Independent Contractor.** The Consultant is, for all purposes related to this Agreement, an independent contractor to the District. Neither the Consultant nor any of its Sub-Consultants, or any officer, employee, or agent of either, shall be deemed or construed to be an officer, employee, or agent of the District because of this Agreement. The Consultant shall at all times conduct its activities in a manner consistent with its independent contractor status, and, except as provided in this Agreement, the Consultant shall have the right to determine the methods, means, and mechanisms by which it shall perform the Scope of Services. The Consultant shall not allow or permit any third-party person or entity to continue in any apparent belief that the Consultant or any Sub-Consultants, or any officer, employee, or agent of either, is a District officer, employee, or agent. The Consultant shall be responsible for ensuring compliance with all laws related to its employees and the employees of any Sub-Consultant, including, without limitation, workers' compensation and, if applicable, payment of prevailing wages. The Consultant's compensation under this Agreement shall not be increased because of any costs incurred by Consultant that are

attributable to such compliance hereunder.

**Section 2.2 Consent Required to Use Sub-Consultants.** The Consultant may use a Sub-Consultant to perform a portion of the Scope of Services under this Agreement only upon the District's prior written consent before the Consultant contracts with such Sub-Consultant. The District has sole discretion to deny, delay, or condition its approval of any proposed Sub-Consultants.

**Section 2.3 Authorized Representatives.** The Consultant shall designate in writing one person from its staff ("Consultant Representative") and one person from the staff of each of its Sub-Consultants (each a "Sub-Consultant Representative"), each of whom (except as provided in Section 6.3 herein if a different person is designated in Part 6) shall be: (i) the District's sole contact person for his/her entity; and (ii) responsible for and conduct all communications and other interactions between his/her entity and the District. The Consultant Representative and Sub-Consultant Representative must have the authority to make any and all decisions on the Consultant/Sub-Consultant's behalf involving the administration of this Agreement and the Scope of Services. The Consultant Representative and each Sub-Consultant Representative shall provide to the District their respective names, titles, telephone numbers, and other contact information. The Consultant Representative and Sub-Consultant Representatives shall be reasonably available to District, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and at such other times as they and the District may agree.

**Section 2.5 Prohibited Interests.** Consultant agrees to sign the Noncollusion Declaration attached hereto as Exhibit E before or concurrent with the Effective Date.

**Section 2.6 Consultant and Sub-Consultant Capability.** The Consultant and all Sub-Consultants represent and warrant that: (i) it has all the licenses required by law to enter into this Agreement and perform the Scope of Services; (ii) it shall be sufficiently skilled and qualified to perform the tasks, duties and responsibilities assigned to them by this Agreement or the Consultant; (iii) any and all persons performing the Scope of Services, including, without limitation, all Sub-Consultant employees, shall have the technical expertise and experience required to perform the Scope of Services in an efficient and timely manner; and (iv) it has sufficient financial, personnel, and other resources to adequately and timely perform the Scope of Services. Upon the District's request, the Consultant shall remove from the Project site, and prevent from performing any of the Scope of Services, any person whom the District determines is not performing the Scope of Services in a reasonable manner or is a threat to the safety of any person(s) or property. The Consultant shall not thereafter allow such person to perform any of the Scope of Services.

**Section 2.7 Required Standard of Care.** The Consultant shall perform or cause to be performed all Scope of Services using a level of care that is not less than the reasonable level of care employed by other consultants providing similar services within the State in similar circumstances, and considering the District's goals and any facilities, financial, or other constraints or parameters described to the Consultant either before or after the Effective Date.

**Section 2.8 Compliance with Law.** The Consultant shall perform the Scope of Services in compliance with all applicable federal, State, and local laws, regulations, ordinances, and other governmental requirements.

**Section 2.9 Reliance on District Information.** The District shall make available to Consultant all data and information in the possession of the District that the District deems necessary to the completion of the Scope of Services, and the District shall actively aid and assist Consultant in obtaining such information from other agencies and individuals. Except as specifically provided in the Scope of Services, the Consultant shall be entitled to rely on the accuracy and completeness of any and all information that the District provides to the Consultant, subject to any qualifications or limitations as the District may describe, and provided that the Consultant may so rely only if it would be reasonable to do so.

**Section 2.10 Consultant Records.** The Consultant shall prepare and maintain, using generally-accepted accounting principles, all financial and other records involving this Agreement and the Scope of Services, as appropriate or required by law (“Consultant Records”). Under Government Code Section 8546.7, the State Auditor may, for a period of three years following final payment hereunder, review, audit and/or copy the records of the Parties regarding each contract expending public funds in excess of \$10,000. The District and governmental entities with competent jurisdiction also shall have an independent right under this Agreement, for a period of five years after final payment hereunder, to review, audit, and/or copy the Consultant Records. The Consultant Records shall be available for inspection by the District, the State, and any governmental entity with competent jurisdiction, at all reasonable times during the five-year period after the final payment under this Agreement. Despite the foregoing, if the District or any governmental entity commences, but does not complete, an audit within such five-year period, the Consultant shall maintain the Consultant Records until the completion of such audit.

**Section 2.11 District Ownership and Use of Documents.** Any and all conceptual, preliminary, working, and final documents (originals and copies), presentations, computations, analyses, and other documents relevant to this Agreement, in whatever format or storage medium, obtained or prepared by the Consultant or any Sub-Consultant (each a “Project Document”) shall become and remain the District’s property. Except under this Agreement, and except for Project Documents submitted to a State agency or made for inclusion as part of the Consultant Records, the Consultant shall not permit any Project Document to be reproduced without the advance written approval of the District, regardless of whether the Consultant or any Sub-Consultant possesses the Project Document(s). The District may use the Project Documents as the District deems appropriate, with no additional compensation due to Consultant except as provided in this Agreement. The District shall have the unconditional right to use the Project Documents, for their intended purposes and, at District’s sole discretion, for any other purpose, with no additional compensation due to Consultant. Except as expressly agreed in writing, the District shall not be required to employ the Consultant in connection with any future use of the Project Documents. Notwithstanding anything to the contrary, the Consultant acknowledges and agrees that the District will rely on the accuracy and completeness of the Project Documents when used for their intended purposes. The District shall indemnify and hold the Consultant harmless with respect to any liabilities caused by District use of the Project Documents for other than their intended purposes.

**Section 2.12 Security and Safety.** If, in the prosecution of the work under this Agreement, it is necessary for Consultant to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding, nevertheless, the security and safety of any facility of the District within the job site not under the control of Consultant.

**PART 3: CONSULTANT INSURANCE**

**Section 3.1 Required Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance, consistent with the requirements set forth in Exhibit F attached to this Agreement, against claims for injuries or death to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.

**PART 4: INDEMNIFICATION BY CONSULTANT**

**Section 4.1 General Requirement.** To the maximum extent authorized by law, the Consultant shall defend, indemnify, and hold-harmless the District, its Board of Directors, and each member thereof, and the District's other officers, employees, consultants, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to: (1) the performance of the Scope of Services by Consultant, any Sub-Consultant, or anyone working under or for the Consultant or any Sub-Consultant; (2) actual or alleged negligence, recklessness, or willful misconduct by Consultant, any Sub-Consultant, or anyone working under or for the Consultant or any Sub-Consultant; and/or (3) the performance of this Agreement by Consultant, any Sub-Consultant, or anyone working under or for the Consultant or any Sub-Consultant. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Consultant at its sole cost. **The foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8, if applicable, as it exists as of the Effective Date. The Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.**

**Section 4.2 Limitation on Consultant Obligations.** The Consultant shall not be obligated under this Part 4 to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the District or any District Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

**Section 4.3 District Settlement of Disputes.** Without jeopardizing or compromising any of its rights under this Agreement, or as are available under the law, the District may settle any claim, demand, action, or other legal proceeding brought against the District or District Agents on terms the District Board reasonably determines to be in the District's best interests. The District shall not have any right to settle any claim, demand, action, or other legal proceeding brought against the Consultant or any Sub-Consultant. Before settling, the District shall attempt to obtain the Consultant's consent to each such settlement, and the Consultant shall not unreasonably deny, delay, or condition its approval. If the Parties cannot agree on the terms for settlement of any dispute, with the result that the Consultant does not consent to the settlement, the District may nonetheless settle the dispute.

**Section 4.4 Payment of Costs.** The Consultant shall reimburse the District for, or upon the District's request Consultant shall directly pay, any costs, expenses, attorney's fees, penalties,

judgments, settlements, and other amounts paid or owed by the District that are payable by the Consultant under the indemnity provisions of this Agreement. The Consultant shall pay each such amount when such amount is due or within thirty days of receipt of a written invoice from the District. Any late payments by the Consultant shall accrue interest at the maximum legal rate.

**Section 4.5 Insurance Not a Limitation.** The Consultant's obligations under this Part 4 shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

**Section 4.6 Survival of Obligations.** For all acts, omissions, or incidents occurring before termination of this Agreement, the Consultant's obligations under this Part 4 shall survive termination of this Agreement, regardless of whether the Consultant has then completed the Scope of Services.

**Section 4.7 Sub-Consultant Indemnity.** The Consultant shall require in its agreements with its Sub-Consultants that each Sub-Consultant independently comply with all requirements of this Part 4 related to indemnifying, holding-harmless, and defending the District, unless and only to the extent the District specifically provides otherwise in writing. The Consultant shall be responsible for ensuring that its agreements with Sub-Consultants comply with this Part 4.

**Section 4.8 Attorney's Fees.** Notwithstanding anything to the contrary, no person, entity, or party, including but not limited to the District and the Consultant, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Agreement.

#### **PART 5: TERMINATION OF AGREEMENT AND CONSULTANT SERVICES**

**Section 5.1 Termination Due to Expiration or Completion.** Unless earlier terminated per this Part 5, this Agreement shall terminate upon: (i) expiration of the period in Section 1.2 for completion of the Scope of Services or, if the Consultant has not then completed all of the Scope of Services, upon such later date as agreed in writing by the Parties; or (ii) upon completion of the Scope of Services and final payment by the District to the Consultant.

**Section 5.2 District Termination for Convenience.** The District, without need for cause, may terminate this Agreement with respect to some or all of the Scope of Services by providing written notice of termination to the Consultant. Such termination shall be effective immediately upon receipt of the notice by the Consultant.

**Section 5.3 District Termination for Breach of Warranties.** If the District determines at any time that any of the Consultant's representations and/or warranties in this Agreement are untrue or incorrect, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Consultant), and the Consultant shall be liable to the District for all costs, expenses and damages arising therefrom. The Consultant's representations and warranties under this Agreement shall survive termination of this Agreement.

**Section 5.4 District Termination for Cause.** In addition to other termination rights under this Agreement, the District may give the Consultant written notice of the District's intent to

terminate this Agreement for cause if the District determines that the Consultant has failed to perform some or all of the Scope of Services in a satisfactory and timely manner, or if the Consultant has otherwise breached this Agreement. The Consultant shall have ten (10) days following receipt of the notice of intent to terminate to cure its failure or breach, or to make arrangements satisfactory to the District for cure of its failure or breach. If the Consultant fails within such ten-day period to cure or make satisfactory arrangements, the District may terminate this Agreement by giving written notice of termination to the Consultant, and such termination shall be effective immediately upon Consultant's receipt of the notice of termination. Nothing in this Agreement shall be deemed as a waiver by the Consultant of any rights it may have regarding a wrongful termination by the District.

**Section 5.5 Consultant Termination for Cause.** The Consultant may give the District written notice of the Consultant's intent to terminate this Agreement for cause if the Consultant reasonably determines that the District has breached any of its material obligations under this Agreement. The District shall have: (i) fourteen (14) days following receipt of the notice of intent to terminate to cure (or to make arrangements satisfactory to the Consultant for cure of) a breach arising from any failure by the District to pay any undisputed amount owed to the Consultant; and (ii) thirty (30) days following receipt of such notice of intent to terminate to cure (or to make arrangements satisfactory to the Consultant for cure of) a breach of any other nature. If the District fails within the applicable period to cure a breach or to make satisfactory arrangements, the Consultant may terminate this Agreement by giving written notice of termination to the District. Such termination shall be effective immediately upon the District's receipt of the notice of termination. Nothing in this Agreement shall be deemed as a waiver by the District of any rights it may have regarding a wrongful termination by the Consultant.

**Section 5.6 Compensation to Consultant upon Termination.** Subject to all other provisions of this Agreement, in the event of any termination of this Agreement, in whole or in part, under Section 5.2, 5.4 or 5.5 of this Agreement, the District shall, with respect to the terminated portion of the Scope of Services, compensate the Consultant for the Scope of Services that the Consultant satisfactorily performed before termination, consistent with the Payment Schedule set forth in Exhibit D hereto, plus reimbursement for expenses authorized under Section 1.4. Nothing in the foregoing shall be deemed to constitute a waiver or release of any damages that a Party incurs as a result of a breach by the other Party, and each Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party under this Agreement.

**Section 5.7 Consultant to Provide Copies of Project Documents.** If for any reason this Agreement is terminated, in whole or in part, the Consultant shall, not later than seven (7) days following the effective date of the termination, provide to the District copies of all Project Documents. Satisfaction of the Consultant's obligations under this Section shall be a condition precedent to the District's obligation to pay any compensation or reimbursement to the Consultant under this Agreement.

## **PART 6: GIVING OF NOTICE**

**Section 6.1 General Requirements.** Any and all demands and notices required or permitted under this Agreement (each a "Notice") shall be in writing and shall be served per this Part 6.

**Section 6.2 Methods of Delivery.** Each Notice shall be sent via: (i) personal delivery (with

name and signature of recipient obtained on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); (iii) FedEx, U.P.S. or other reliable, private delivery service (with name and signature of recipient obtained on electronic or other delivery receipt); or (iv) email (with printed confirmation of transmission from the sender's machine or device to be provided to recipient upon request, and with the original of the Notice overnighted within 12 hours after transmission). Neither Party may unreasonably refuse to accept delivery of any Notice and any unreasonable refusal by a Party shall be deemed a material breach under this Agreement.

**Section 6.3 Persons to Whom Notices Must be Sent.** Notices sent to a Party shall be addressed and delivered to that Party's representative listed in Exhibit G to this Agreement. A Party shall give Notice of any change in the Party's address, person to whom attention should be directed, or email address, by giving notice under this Part 6. If any information applicable to a Party or its representative changes, and the Party does not give notice of such change per this Part 6, any subsequent Notices addressed and delivered to the Party's old contact information shall be deemed to have been served per Section 6.4, regardless of whether "actual receipt" has occurred.

**Section 6.4 Effect of Receipt.** A Notice shall be deemed served only upon actual receipt by the addressee. For email, "actual receipt" shall mean delivery to the recipient's email inbox. However, any Notice (including email Notices) delivered after 4:00 p.m. on any weekday, at any time on a weekend (Saturday or Sunday), at any time on a federal or State holiday, or at any time on a District furlough day mandated by the State or the District Board, the Notice shall be deemed to have been served as of 9:00 a.m. on the next business day.

**Section 6.5 Applicability of Notice Requirements.** The requirements of this Part 6 shall not apply to: (i) communications between the Parties for the day-to-day administration of this Agreement or the performance of the Scope of Services; or (ii) service of process per any applicable law or court rule.

## **PART 7: INTERPRETATION OF AGREEMENT**

**Section 7.1 Fair and Reasonable Interpretations.** Before execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. The provisions of this Agreement, therefore, shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was responsible for drafting this Agreement or any particular provision herein.

**Section 7.2 Headings and Captions.** The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Part, Section or other provision.

**Section 7.3 Recitals and Exhibits.** Each Recital contained herein and each Exhibit referenced herein and attached hereto is incorporated as an effective and operative provision of this Agreement.

**Section 7.4 Meaning of "Days."** Except as expressly otherwise provided in this Agreement, each reference in this Agreement to a specific number of days shall mean consecutive

calendar days, not business days.

**Section 7.5 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties regarding the Project and the Scope of Services, and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matters, whether oral or written, are hereby superseded and replaced.

**Section 7.6 Modifications of Agreement.** This Agreement may be modified only by means of duly-approved written agreement executed and delivered by both Parties.

**Section 7.7 Waiver.** A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and executed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived per this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party regarding such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

**Section 7.8 Governing Law and Venue.** This Agreement shall be governed by and interpreted per the laws of the State. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of San Bernardino, California.

**Section 7.9 Correct Legal Requirements Deemed Included.** Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Party, this Agreement shall be amended to include or incorporate, or to correctly include or incorporate, such provision.

**Section 7.10 Severability.** If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

**Section 7.11 Successors and Assigns.** The Consultant may not assign this Agreement without the prior written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

**Section 7.12 No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

**Section 7.13 Agreement is Public Record.** Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose per State law or otherwise.

***(The remainder of this page intentionally left blank.)***

**PART 8: EXECUTION OF AGREEMENT**

**Section 8.1 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

**Section 8.2 Due Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

**WEST COAST CIVIL**

By: \_\_\_\_\_  
Anthony Gonzalez, P.E.  
President  
Fed. Tax ID No: \_\_\_\_\_  
Email: anthony@westcoastcivil.com

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

**JOSHUA BASIN WATER DISTRICT**

By: \_\_\_\_\_  
Sarah Johnson, General Manager  
sjohnson@jbwd.com

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

***EXHIBIT A***  
***Description of Project***

As-Needed Engineering Services as set forth in Exhibit B.





June 9, 2026

Joshua Basin Water District  
Attn: Sarah Johnson  
61750 Chollita Road  
Joshua Tree, Ca 92252

**Subject: Proposal for As-Needed Engineering Support Services for Fiscal Year 2026/2027**

Ms. Johnson,

Thank you for the opportunity to present this proposal to provide as-needed engineering support services for the Joshua Basin Water District (JBWD). For your consideration, this proposal will identify the professional services offered by West Coast Civil, Inc. (WCC).

### **SCOPE OF SERVICES**

---

WCC will perform as-needed general engineering support services at the direction of JBWD's General Manager. It is anticipated that the support services will be provided within fiscal year 2026 / 2027. The scope of this It is anticipated that the following services may be provided:

- General Support Services
- Preliminary Engineering Evaluations
- Design support and/or Review
- Regulatory Support
- Grant Support
- Development Services Reviews
- Other As-needed Support Services

WCC will work with the General Manager to identify the general engineering service task requested, identify a rough level-of-effort estimate, and identify a JBWD project number for billing assignment for each requested task.

### **PROFESSIONAL SERVICES FEES**

---

WCC will provide the services described in the Scope of Services on a time and materials basis in accordance with the WCC's rate schedule included as Attachment A. WCC will provide monthly invoices and document engineering services time based on assignments to JBWD billing codes such as, General Ledger, Customer Account, or Project Number as applicable. WCC invoices will include



detailed notes regarding services provided as well. It is anticipated that billings for a single activity will not exceed \$1,000 and that such an assignment will get its own Project Purchase Order.

We appreciate the opportunity to offer this proposal. If you have any questions, please feel free to contact me or our President, Anthony Gonzalez.

Sincerely,

A handwritten signature in blue ink that reads "Kyle McCarty".

**Kyle McCarty, P.E.**  
Principal Engineer, West Coast Civil  
858.863.1332  
kyle@westcoastcivil.com

A handwritten signature in blue ink that reads "Anthony Gonzalez".

**Anthony Gonzalez, P.E.**  
President, West Coast Civil  
858.863.1332  
anthony@westcoastcivil.com

**ATTACHMENT A  
STANDARD RATE SHEET**

*EFFECTIVE THROUGH JUNE 30, 2027*

**PROFESSIONAL ENGINEERING SERVICES**

Principal Engineer		\$280/Hour
Project Manager		\$245/Hour
Assistant Project Manager		\$230/Hour
Senior Engineer		\$210/Hour
Project Engineer II		\$205/Hour
Project Engineer I		\$195/Hour
Design Engineer III		\$185/Hour
Design Engineer II		\$175/Hour
Design Engineer I		\$165/Hour
CADD Manager		\$165/Hour
CAD Tech III		\$150/Hour
CAD Tech II		\$135/Hour
CAD Tech I		\$125/Hour
Field Tech I		\$125/Hour
Intern II		\$115/Hour
Intern I		\$105/Hour

**EXPENSES**

Outside Reprographics	1.10 x Cost
Plotting and In-house Reproduction	1.10 x Cost
Subsistence	1.10 x Cost or Per-Diem
Sub-Consultants, Vendors or Subcontractors	1.15 x Cost
Mileage	Current IRS Rate

**EXHIBIT C**  
**Services Schedule**

If not provided in the Proposal, the Consultant shall complete the following “tasks,” which are included in the Scope of Services within the period allocated for such task in the following table:

<b>Task</b>	<b>Completion Timeline</b>
As-Needed See Exhibit B	N/A

**EXHIBIT D**  
**Consultant Compensation**

(A) Consultant Fee (Check the boxes as applicable):

In exchange for satisfactory performance of the Scope of Services, the District shall pay to the Consultant the compensation set forth below, which shall be all-inclusive, full and final compensation to the Consultant for the Scope of Services provided, and shall include any and all overhead, profit, and other amounts potentially payable to Consultant for the specified Scope of Services:

- Lump sum of \$ \_\_\_\_\_ to be paid by  task, allocated as set forth in the Payment Schedule below, or  in a one-time payment made upon completion of the Scope of Work.
- “Not-to-exceed” amount of \$ 150,000 to be paid by  task, allocated as set forth in the Payment Schedule below, or  on a time-and-materials basis, allocated as set forth in the Hourly Rate Schedule below.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(A.1) Payment Schedule:

<i>Task</i>	<i>Portion of Total Fee Due</i>
See Exhibit B	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____
	Not to exceed \$ _____

(A.2) Hourly Rate Schedule (Check the boxes as applicable):

The District shall compensate the Consultant for Scope of Services provided on a time-and-materials basis based on the hourly rates specified below.



See attached hourly rate schedule **in Exhibit B/Attachment A**; or



Personnel Charges – Hourly Rates

[INSERT NAME/POSITION] \_\_\_\_\_ \$ \_\_\_\_\_ / hr.

\_\_\_\_\_ \$ \_\_\_\_\_ / hr.

\_\_\_\_\_ \$ \_\_\_\_\_ / hr.

\_\_\_\_\_ \$ \_\_\_\_\_ / hr.

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\_\_\_\_\_ \$ \_\_\_\_\_ / hr.

\_\_\_\_\_ \$ \_\_\_\_\_ / hr.

**EXHIBIT E**  
**Noncollusion Declaration**

**Project:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

The undersigned hereby declares:

I, \_\_\_\_\_ (insert name) am the \_\_\_\_\_  
(insert position/title) for the Consultant.

I represent and warrant that: (i) Consultant has not employed or retained any company or person (excepting any bona fide employee working solely for Consultant) to solicit or otherwise cause the District to enter into the Agreement for Consultant Services (“Agreement”); (ii) Consultant has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Consultant), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into the Agreement; and (iii) to the Consultant’s knowledge, the making of the Agreement shall not result in any person having any conflict of interests under Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), or other California law, including the common law.

I hereby represent that I have the full power to execute, and do execute, this declaration on behalf of the Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date],  
at  
\_\_\_\_\_ [city], \_\_\_\_\_ [state].

Representative Printed Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

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

## **EXHIBIT F**

### **Insurance Requirements**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**If Claims Made Policies:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
  
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. .

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by District.

**Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

**EXHIBIT G**  
**Parties' Representatives**

Each Party's representative, address, and other contact information for purposes of Notices given under Part 6 of this Agreement are as follows:

**District Contact Information:**

Joshua Basin Water District  
Attn: Sarah Johnson, General Manager  
61750 Chollita Rd.  
Joshua Tree, CA 92252  
Phone: (760) 366-8438  
E-mail: sjohnson@jbwd.com

**Consultant Contact Information:**

Kyle McCarty, P.E.  
Principal Engineer  
West Coast Civil  
9740 Appaloosa Rd., Suite 200  
San Diego, CA 92131  
Phone: (858) 863-1332  
E-mail: kyle@westcoastcivil.com

Anthony Gonzalez, P.E.  
President  
West Coast Civil  
9740 Appaloosa Rd., Suite 200  
San Diego, CA 92131  
Phone: (858) 863-1332  
E-mail: anthony@westcoastcivil.com



<b>AGENDA ITEM NO:</b>	7A
<b>MEETING DATE:</b>	06.17.26

## Staff Report

<b>PRESENTED BY:</b>	SARAH JOHNSON, GENERAL MANAGER
<b>TOPIC:</b>	<b>TEMPORARY LABOR STAFFING AGREEMENT WITH waterTALENT</b>
<b>RECOMMENDATION:</b>	AUTHORIZE THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH waterTALENT, LLC TO STAFF POSITIONS AS NEEDED.

### BACKGROUND/ DISCUSSION

The District is currently recruiting for full-time replacements for the Director of Operations and Maintenance Supervisor positions. To maintain operational continuity during the recruitment period, staff is seeking the ability to contract with a temporary staffing agency for qualified interim personnel, should suitable candidates be available.

The proposed agreement with waterTALENT, LLC would allow the District to issue individual task orders for temporary placement services. Each task order would identify the position, scope of work, fee schedule, work location, supervisor, and anticipated duration of the assignment.

Staff recommends contracting with waterTALENT because the firm specializes in temporary staffing for water and wastewater utilities, including placement of experienced personnel to support operations, compliance, troubleshooting, and other utility-specific needs. The Director of Operations and Maintenance Supervisor roles require specialized water system knowledge that may be difficult to fill through a general temporary staffing agency. Using waterTALENT gives the District access to a targeted pool of water-industry professionals while recruitment for permanent full-time replacements continues.

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**STRATEGIC PLAN:** 4.1 – Cultivate organizational culture that successfully recruits, retains, trains, and develops effective leaders and team members.

**FISCAL IMPACT:** Costs will be based on negotiated task order rates and paid from the budgeted amounts for the vacant positions or from temp labor. Because temporary labor can be more expensive than regular full-time employment, a budget adjustment may be needed in the next fiscal year depending on placement availability, negotiated rates, and the duration of the assignments.



<b>AGENDA ITEM NO:</b>	7B
<b>MEETING DATE:</b>	06.17.26

## Staff Report

<b>PRESENTED BY:</b>	Anne Roman, Director of Finance
<b>TOPIC:</b>	<b>CONSIDER WATER AVAILABILITY (STANDBY) CHARGES FOR FISCAL YEAR 2026/2027 AND COLLECTION VIA THE COUNTY TAX ROLLS</b>
<b>RECOMMENDATION:</b>	Adopt Resolution No. 26-1089, establishing Water Availability Charges for 2026/2027 and authorizing collection by San Bernardino County.

**SUMMARY:** Annually, the District must adopt a resolution to set Water Availability (Standby) charges and authorize collection via the County property tax rolls.

**ANALYSIS:** The Annual Water Availability Charges, aka Standby Charges, are unchanged since 1996 and authorized by the Uniform Standby Charge Procedures Act (Government Code 54984 et seq.). While the District has historically held a Public Hearing, more recent legal advice concludes that such a public hearing is not necessary when no changes to the rates are proposed.

The updated Annual Standby Report prepared by NBS, the District’s Standby Administrator, is attached for 2026/2027. The attached report is abbreviated from the original to accommodate the printed Agenda packet but the full listing of parcel charges is available on the District’s website at: <https://tinyurl.com/Standby-26-27>.



Water Availability charges are levied annually on all non-exempt parcels within the District, regardless of whether there is water service to the parcel. As detailed in the attached Annual Report, “all properties within the District receive a general benefit by virtue of the existence of the District in its sole power to purchase, extract and sell water within its boundaries. Properties within the District also receive a special benefit due to the availability of the supplemental SWP [State Water Project] water source.”

Historically, the Board of Directors has directed the Standby assessments primarily for the Morongo Basin Pipeline expenses, including purchase of recharge water. Remaining Water Availability charge revenues will be used exclusively for other lawful purposes of the District, such as capital and operation/maintenance of the District’s water facilities or other debt service payments benefiting the properties assessed.

The \$1,186,269 that will be billed to JBWD property owners via the County Tax Rolls amounts to about 9% of the District’s budgeted total revenues.

**RECOMMENDED ACTION:** Adopt Resolution No 26-1089, establishing Water Availability Charges for 2026/2027 and authorizing collection by San Bernardino County.

**STRATEGIC PLAN:** N/A

**FISCAL IMPACT:** Standby revenues of \$1,186,269 will be billed to JBWD property owners via the County Tax Rolls as a result of this approval.

**RESOLUTION NO. 26-1089**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT  
ESTABLISHING A WATER AVAILABILITY CHARGE FOR FISCAL YEAR 2026-2027 AND  
AUTHORIZING THE COLLECTION THEREOF BY THE COUNTY OF SAN BERNARDINO**

**WHEREAS**, the Joshua Basin Water District (“District”) is a county water district organized and existing under the County Water District Act as set forth in Division 12 (commencing with Section 30000) of the California Water Code; and

**WHEREAS**, the Board of Directors (“Board”) of the District has found and determined that the availability of a dependable supply of high-quality water for domestic uses and purposes is a benefit conferred upon the lands proposed to be charged and, conversely, that the lack of such a supply diminishes the value of such lands; and

**WHEREAS**, in 1996, the Board engaged the services of a qualified engineer for the purpose of establishing a schedule of water availability charges under the Uniform Standby Charge Procedures Act, as set forth in Chapter 12.4 (commencing with Section 54984) of the California Government Code, with such charges varying according to land uses and benefit derived or to be derived from the use and availability of facilities to provide potable water for domestic uses and purposes, which schedule was the subject of a published and mailed notice of hearing and a public protest hearing; and

**WHEREAS**, the District’s water availability charges are necessary to identify and pursue projects and water sources necessary to maintain the basin in light of steadily-increasing overdraft of groundwater supplies and in anticipation of the need for a supplemental source of waters within the District, including supplemental recharge water obtained through the Morongo Basin Pipeline; and

**WHEREAS**, the water availability charge for Fiscal Year 2026-2027 is proposed to be continued at the same rate and in the same manner, and pursuant to the same methodology as established in 1996, and which has been continued from year-to-year since then; and

**WHEREAS**, pursuant to Section 54984.7 of the Uniform Standby Charge Procedures Act and Health and Safety Code section 5471(d), the Board of Directors (“Board”), having previously adopted a standby charge utilizing the procedures in place at such time, may continue the same charge in successive years by resolution; and

**WHEREAS**, pursuant to Section 54984.8 and Health and Safety Code section 5473, the District may cause the charge to be collected at the same time, and in the same manner, as its general taxes.

**NOW, THEREFORE**, the Board of Directors of the Joshua Basin Water District hereby resolves as follows:

1. **District Zones of Benefit.** The Board hereby continues the previously established four Zones of Benefit within the District:

ZONE 1: Any size parcel served by one or more meters.

ZONE 2: Any size parcel within a half mile of a water mainline and in the same pressure zone as the mainline.

ZONE 3: Any size parcel within one mile of a water main and in the same pressure zone of the mainline.

ZONE 4: All other parcels.

2. **Adoption of Water Availability Charge.** That there shall be continued, for each parcel in the District, for Fiscal Year 2026-2027, a water availability charge established in accordance with the benefit conferred and in the amount as determined by the applicable District Zone of Benefit and the land use zoning adopted by the County of San Bernardino, which charge is more specifically shown on Exhibit A attached hereto and made a part hereof.

3. **Total Assessment.** The total levy and amount of the charge established by Section 2 of this Resolution is estimated to be One Million One Hundred Eighty-Six Thousand Two Hundred Sixty-Nine and 10/100 dollars (\$1,186,269.10) (“Total Levy”).

The Total Levy may be adjusted to the extent the County of San Bernardino notifies the District of any missed parcel splits or mergers or other changes that may impact individual parcel charges and, as a result, the actual Total Levy.

4. **Rate and Methodology.** The rate and methodology of the water availability charge adopted herein and as set forth in the Annual Standby Report for Water Availability Standby Charge Fiscal Year 2026-2027, which is incorporated herein by this reference, is the same and remains unchanged for this Fiscal Year, and that such charge is reasonable and necessary, and does not exceed the actual cost to the District of providing the service.

5. **Dedication and Use of Revenue.** The revenue generated by the water availability charge is hereby dedicated and shall be used to finance the capital costs of the District’s water system, the operation and maintenance of the District’s water facilities benefiting the properties assessed, the purchase or lease of supplies, equipment, or material necessary for the operation of the District’s water system, and meeting debt repayment obligations and financial reserve requirements.

6. **Exemptions.** The water availability charge established hereunder is exempt from the California Environmental Quality Act in accordance with Section 21080(b)(8) of the Public Resources Code, because the revenue generated by such charge shall be used for the repayment of debt related to capital projects necessary to maintain water service, and is also exempt from Article XIID of the California Constitution because (a) the charge was in existence prior to November 6, 1996, (b) because the rate and methodology used to establish the schedule of charges is the same as in previous years, and (c) because the charges are imposed to finance the capital cost of the District's water system. If and to the extent any charge is higher than in previous years, such increase is attributable solely to events other than an increased rate or revised methodology, such as a change in the density, intensity or nature of use of land, or consent of the landowner.

7. **Water Service to Exempt Property.** No new connection to the District's water system shall be allowed to any parcel which has been exempted from the water availability charge unless the applicant for water service pays an in-lieu water availability fee calculated as the total amount of water availability charges which would have been assessed against that parcel had it not been exempt, and unless the applicant agrees that the parcel will be subject to the water availability charge from that date forward.

8. **Delinquent Charge.** Water availability charges that have become delinquent shall, with a basic penalty of 10% for non-payment of the charge and interest at the rate of 1/2 of 1 percent per month for each month of non-payment, become a lien on the property when a certificate is recorded in the office of the San Bernardino County Recorder pursuant to Government Code, Section 54984.9 (b) which lien shall have the force, effect and priority of a judgment lien.

9. **Collection by the County.** The water availability charge shall be collected on the San Bernardino County Tax Roll in the same manner, and by the same persons and at the same time as, together with and not separately from, the District's general taxes. The Secretary of the District is hereby authorized and directed to forthwith file a certified copy of this Resolution in the office of the Auditor of the County of San Bernardino on or before August 10, 2026.

10. **Delegated Authority.** The Board hereby delegates authority to the General Manager, or her designee, to take any action necessary to effectuate the intent of this Resolution, including, but not limited to, modifying the Total Levy amounts reflected in this Resolution to indicate the actual Total Levy after County adjustments, if any.

*Remainder of Page Left Intentionally Blank*

11. **Effective Date.** The effective date of this Resolution is the 1st day following the date of its adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of June, 2026 pursuant to the following votes:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

By \_\_\_\_\_  
Stacy Doolittle, President,  
Board of Directors

\_\_\_\_\_  
Sarah Johnson, Board Secretary

**EXHIBIT A**

ANNUAL STANDBY REPORT FOR:  
WATER AVAILABILITY STANDBY CHARGE  
FISCAL YEAR 2026-2027

# JOSHUA BASIN WATER DISTRICT

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*Annual Standby Report for:*

**Water Availability Standby Charge**

**Fiscal Year 2026/27**

**JOSHUA BASIN WATER DISTRICT  
WATER AVAILABILITY STANDBY CHARGE**

**61750 Chollita Rd,  
Joshua Tree, CA 92252  
Phone - (760) 366- 8438**

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**BOARD MEMBERS**

Stacy Doolittle, President

Tyler “Thomas” Short, Vice President

Tom Floen, Director

Jane Jarlsberg, Director

David Fick, Director

**DISTRICT STAFF**

Anne Roman, Director of Finance

Sarah Johnson, General Manager

**NBS**

Danielle Wood, Client Services Director

Tiffany Ellis, Project Manager

Andrew Kraus, Administrator

# TABLE OF CONTENTS

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<b>1. EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>2. OVERVIEW.....</b>	<b>2</b>
2.1 Introduction.....	2
2.2 Effect of Proposition 218.....	2
2.3 Use of Funds .....	3
<b>3. METHOD OF APPORTIONMENT .....</b>	<b>4</b>
3.1 General and Special Benefit .....	4
3.2 Definitions .....	4
3.3 Apportionment Formula .....	5
3.4 Exemptions.....	5
<b>4. STANDBY CHARGE RATES.....</b>	<b>6</b>
<b>5. METHOD FOR UPDATING COUNTY ZONING.....</b>	<b>7</b>
<b>6. PARCEL LISTING .....</b>	<b>8</b>

# 1. EXECUTIVE SUMMARY

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**WHEREAS**, the Board of Directors (the “Board”) for the Joshua Basin Water District (the “District”), County of San Bernardino, State of California, directed NBS Government Finance Group, DBA NBS to prepare and file a report presenting the specifications describing the general nature and location of the facilities and an estimate of the costs of the maintenance and operations for the facilities for the Water Availability Standby Charge (the “Standby Charge”) for Fiscal Year 2026/2027. The report includes an assessment of the estimated costs of the maintenance and operations of the facilities, the apportionment methodology and the net amount upon all assessable parcels within the District;

**WHEREAS**, on July 17, 1996, the District established and levied a Standby Charge with Resolution No. 96-564 under the authority of the Uniform Standby Charge Procedures Act (Section 54984 et. seq. of the California Government Code, hereinafter the “Act”);

**THEREFORE**, the Standby Charge is estimated to generate revenues of \$1,186,269 for Fiscal Year 2026/2027 and these revenues are dedicated to cover the cost of operations and maintenance together with incidental expenses outlined below:

SUMMARY OF CHARGES	
DESCRIPTION	AMOUNT
Power Expense for System Operation	\$600,000
Water Purchase for Recharge	846,036
Preventative Maintenance Programs: Reservoirs	60,000
Pumping Plant Repair & Maintenance	50,000
Production Department Employee Salaries	557,406
Capital Improvement Replacement Program (CIRP) Debt Service	267,891
<b>Total</b>	<b>\$2,381,333</b>

In accordance with the requirements of the Act, the total Standby Charge costs are apportioned upon the lots, pieces, or parcels, or portions of lots or subdivisions of land that uniquely and especially benefit from the operation and maintenance activities. This apportionment process is more fully described in Section 3, Method of Apportionment.

## 2. OVERVIEW

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### 2.1 Introduction

The Joshua Basin Water District owns and operates significant water-related infrastructure facilities. The purpose of the existence and construction of these facilities and, therefore, the responsibility of the District, is to provide potable water to property owners, residents, and businesses within the District.

The District obtains its supply of water from underlying ground waters. A study completed by the United States Geological Survey (USGS) determined that the amount of water extracted by the District exceeds the inflow or supply to the District's groundwater basins. In anticipation of the need for additional or supplemental water, the District's voters, in 1960, approved inclusion in the formation of the Mojave Water Agency which would have access to water provided by the State Water Project (SWP). As additional insurance, in 1991, voters of the District together with those of other nearby water districts, approved a bond issue to finance the construction of the 72-mile Morongo Basin Pipeline which conveys SWP water to the Morongo Basin area. The pipeline has been constructed and is maintained by the Mojave Water Agency. As one of the beneficiaries and future users, the District signed a contract and was responsible for a portion of the pipeline construction and maintenance costs. This contract obligation was ultimately paid off in Fiscal Year 2021/2022.

To allow delivery and use of water from the SWP and the Morongo Basin Pipeline, the District completed design, property acquisition, and construction of a delivery pipeline and recharge basins in 2014. Funding of the \$9.4 million project was provided substantially by state and federal grants, the Mojave Water Agency, and excess funds in the Morongo Basin Pipeline Reserve Fund. The District funded \$1.3 million or 14%.

The District has budgeted 1,324 acre-feet of SWP water recharge in Fiscal Year 2026/2027.

Following review of this report, the Board may continue the Standby Charge, per California Government Code Section 54984.7, may confirm the report as submitted, and may order the levy and collection of the charges for Fiscal Year 2026/2027. If the Standby Charge is continued, the information is submitted to the San Bernardino County Auditor-Controller and included on the property tax roll for Fiscal Year 2026/2027.

### 2.2 Effect of Proposition 218

On November 5, 1996, California voters approved Proposition 218 with a final vote of 56.5% to 43.5%. The provisions of the Proposition, now articles XIII C and XIII D of the California Constitution, added substantive and procedural requirements for standby charges.

Proposition 218 provides that property owned by local, state, and federal agencies may not be exempted from a benefit assessment, such as the District's Standby Charge, unless the Agency can demonstrate that it receives no special benefit from the services or facilities for which that charge is levied. (California Constitution Article XIII D, § 4(a).)

The Standby Charge has been in effect at the current rate since 1996, before the enactment of Proposition 218 and is grandfathered under Proposition 218 unless and until it is increased. (California Constitution Article XIID, §5.) Legislation interpreting Proposition 218 clarifies that, as an exempt charge, the procedure

is also exempt from the requirement that government-owned parcels be assessed. (Government Code §53753.5.) Unless and until the Standby Charge is increased, it may be re-authorized from year-to-year pursuant to the Uniform Standby Charge Procedures Act (Government Code §54984 et seq.), exempt from the Proposition 218 procedures.

Publicly owned property including lands owned by the federal government and the local school district have been exempted from the Standby Charge. When the District sent an assessment notice to the U.S. Bureau of Land Management ("BLM"), which owns extensive property within the District, the BLM responded by claiming an exemption under the California Statehood Act and declined to pay. The local school district was not assessed based upon the California Supreme Court decision in *San Marcos Water District v. San Marcos Unified School District*. After 1996, as local, state and federal government agencies have acquired lands which were previously privately-owned, the District has initiated Standby Charges on those parcels in compliance with Proposition 218.

### **2.3 Use of Funds**

Availability of supplemental water benefits all of the land within the District. Therefore, a Standby Charge is collected from all of the ± 12,000 parcels within the District, except those exempt. The primary use of the revenues, since enactment in 1996, has been to pay the debt obligation and operation and maintenance costs for the Morongo Basin Pipeline as required by the District's agreement with the Mojave Water Agency. Although the final annual debt service payment was incurred and paid in Fiscal Year 2021/2022, costs associated with the purchase of supplemental recharge water, obtained through the Morongo Basin Pipeline, will substantially exceed the original \$220,000 annual debt service payment moving forward. Standby Charge revenues over that amount will be used exclusively for capital costs and operation and maintenance of the District's water facilities benefiting the properties from which the Standby Charge is collected.

To the extent that water availability revenues exceed expenses indicated above, they will be used for other lawful purposes of the District that qualify for grandfathering under article XIII D, section 5.

Standby Charge revenues are dedicated to the lawful purposes of (a) meeting the District's expenses of maintaining and operating permanent public improvements constituting the water system, (b) purchasing or leasing supplies, equipment, or material necessary for the operation of the District's water system, (c) meeting debt repayment obligations and financial reserve requirements, and (d) obtaining funds for capital projects necessary to maintain service within existing service areas.

## 3. METHOD OF APPORTIONMENT

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### 3.1 General and Special Benefit

All properties within the District receive a general benefit by virtue of the existence of the District in its sole power to purchase, extract and sell water within its boundaries. Properties within the District also receive a special benefit due to the availability of the supplemental SWP water source.

The benefit is related to the size and development potential of each parcel and proximity to an existing usable pipeline. Derivation of an availability amount, therefore, is based on San Bernardino County (the "County") land use zoning, parcel size, and District-designated zone - the location related to a pipeline from which service can be provided. Larger parcels within the same District zone receive a greater benefit and, therefore, will be assessed a larger amount than smaller parcels. Additionally, parcels closer, but not connected to usable pipelines, will be assessed more than those further away as there is a greater benefit due to the availability of those existing pipelines, and therefore, accessibility to water. Parcels currently connected will be assessed less than others as they are already paying a basic fee in their user charge, a portion of which is used for system maintenance. It has been determined that every parcel proposed to be assessed a Standby Charge in the District for Fiscal Year 2026/2027 receives a special benefit.

The adoption and approval of the Standby Charge pre-dates the passage of Proposition 218 by the State's voters and follows the methodology and rates existing before the adoption of Proposition 218.

### 3.2 Definitions

**County Zone:** County Land Use Zoning District designation assigned by the County Land Use Zoning Services Department.

**Parcel:** any legal part or portion of land.

**Parcel Size:** acreage of land.

**District Zone One Parcel:** any size parcel served by one or more meters as of April 1 of the calendar year in which the Standby Charges are being calculated.

**District Zone Two Parcel:** any size parcel within 0.5 miles of a water main and in the same pressure zone as the main as of April 1 of the calendar year in which the Standby Charges are being calculated.

**District Zone Three Parcel:** any size parcel within 1.0 miles of a water main and within the same pressure zone of the main as of April 1 of the calendar year in which the Standby Charges are being calculated.

**District Zone Four Parcel:** all remaining parcels not designated in another District Zone as of April 1 of the calendar year in which the Standby Charges are being calculated.

**Miles:** miles are determined using the most accurate measuring tools available to the District at the time in which the Standby Charges are being calculated. For Fiscal Year 2026/2027, the District measured miles using Geographic Information Systems based on the parcels closest vertex and a state plane projection.

### **3.3 Apportionment Formula**

The Standby Charges are determined by:

- Parcel Size
- County Zone
- District Zone

The table found in Section 4, Standby Charge Rates, indicates the basis for the assessment amount per parcel and per acre for lands within the District related to the County Zone designation and District Zone location.

Levy amounts on properties with undivided interest parcels will be calculated by first determining a total applicable levy amount, based upon the total acreage of the physical property that they occupy. The calculated total levy amount will then be spread proportionately to each undivided interest parcel, based upon each parcel's County-assigned portion of the total interest for a given property.

### **3.4 Exemptions**

In recognition of the benefit to all properties, the District proposes to assess and collect from each benefiting property, an amount related to the benefit received. Because BLM lands and other publicly owned lands not previously assessed are, for practical purposes, not subject to assessment, the District proposes to clarify that such lands, which are not subject to the Standby Charge and are not currently connected to the water system, shall not be entitled to connect to the District's water system or to receive water service from the District, unless a fee is paid which is equivalent to the Standby Charge which would have been assessed against the property had it not been exempt and unless the owner agrees to be subject to future assessment of Standby Charges.

## 4. STANDBY CHARGE RATES

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The following page indicates the basis for the assessment amount per parcel and per acre for lands within the District related to the County Zone designation and District Zone location.

**EXHIBIT A  
JOSHUA BASIN WATER DISTRICT  
WATER AVAILABILITY (STANDBY) CHARGES**

**SCHEDULE A  
MINIMUM PER PARCEL UP TO 1.25 ACRES**

NEW COUNTY ZONES	District Zone 1	District Zone 2	District Zone 3	District Zone 4
20MRM40M*	\$30.00	\$50.00		
3MRM*	\$40.00	\$60.00		
4MRM*	\$40.00	\$60.00	\$50.00	
RM	\$30.00	\$50.00	\$50.00	
RS	\$40.00	\$60.00	\$50.00	
RS1	\$40.00	\$60.00	\$50.00	
RS8M*	\$30.00	\$50.00		
RS10M	\$30.00	\$50.00		
RS14M, RS18M*	\$30.00	\$50.00		
RS20M	\$30.00	\$50.00		
RL, RL2.5*	\$30.00	\$50.00	\$40.00	\$40.00
RL5	\$30.00	\$50.00	\$40.00	\$40.00
RL10	\$30.00	\$50.00	\$40.00	\$40.00
RL20	\$30.00	\$50.00	\$40.00	\$40.00
RC, RC40*, OS, FW	\$40.00	\$60.00	\$40.00	\$40.00
CG-SCp, CS, CO, CN, IC, IN	\$40.00	\$60.00	\$50.00	

\* Cannot be assigned to parcels created after 2018

**SCHEDULE B  
COST PER ACRE FOR PARCELS OVER 1.25 ACRES**

District Zone 1	District Zone 2	District Zone 3	District Zone 4	ACREAGE
\$20.00	\$30.00			0+ Acres
\$20.00	\$30.00			0-40 Acres
	\$25.00			41+ Acres
\$20.00	\$35.00	\$25.00		0-40 Acres
	\$25.00	\$15.00		41+ Acres
\$20.00	\$30.00	\$25.00		0-40 Acres
	\$25.00	\$15.00		41+ Acres
\$20.00	\$30.00	\$20.00		0-40 Acres
	\$25.00			41+ Acres
\$20.00	\$30.00			0+ Acres
\$20.00	\$35.00			0-40 Acres
\$15.00	\$25.00			41-80 Acres
\$10.00	\$15.00			81-160 Acres
	\$10.00			161-320 Acres
	\$1.00			321+ Acres
\$20.00	\$30.00			0-40 Acres
\$15.00	\$25.00			41-80 Acres
\$10.00	\$15.00			81-160 Acres
	\$10.00			161-320 Acres
	\$1.00			321+ Acres
\$20.00	\$30.00			0+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
\$15.00	\$25.00	\$15.00	\$12.00	41-80 Acres
\$10.00	\$15.00	\$10.00	\$10.00	81-160 Acres
\$5.00	\$8.00	\$5.00	\$4.00	161-320 Acres
\$1.00	\$1.00	\$1.00	\$1.00	321+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
\$12.00	\$25.00	\$15.00	\$12.00	41-80 Acres
\$8.00	\$10.00	\$8.00	\$8.00	81-160 Acres
\$4.00	\$5.00	\$4.00	\$3.00	161-320 Acres
\$1.00	\$1.00	\$1.00	\$1.00	321+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
\$15.00				41+ Acres
\$20.00	\$30.00	\$20.00	\$15.00	0+ Acres
\$15.00	\$25.00	\$15.00	\$15.00	0-40 Acres
	\$12.00	\$10.00	\$8.00	41-160 Acres
	\$5.00	\$4.00	\$3.00	161-320 Acres
	\$1.00	\$1.00	\$1.00	321+ Acres
\$25.00	\$35.00	\$25.00		0-40 Acres
	\$25.00			41+ Acres

**JOSHUA BASIN WATER DISTRICT  
Water Availability (Standby) Zoning Descriptions**

**DISTRICT ZONE DESCRIPTIONS**

ZONE 1 Any size parcel served by one or more meters  
 ZONE 2 Any size parcel within 1/2 mile of a water mainline and in the same pressure zone as the mainline  
 ZONE 3 Any size parcel within one mile of a water mainline and within the same pressure zone of the mainline  
 ZONE 4 All other parcels

**COUNTY ZONE DESCRIPTIONS**

**RM** Residential, multi-family  
**3MRM** Residential, multi-family, 3,000 sq. ft. per unit, 14.5 units per acre  
**4MRM** Residential, multi-family, 4,000 sq. ft. per unit, 10.8 units per acre  
**20MRM40M** Residential, multi-family, 20,000 sq. ft. per unit, 2.18 units per acre

**RS** Residential, single family  
**RS1** Residential, single family, 1 acre min.  
**RS8M** Residential, single family, 8,000 sq. ft. min.  
**RS10M** Residential, single family, 10,000 sq. ft. min.  
**RS14M, RS18M** Residential, single family, 14,000 sq. ft. min.  
**RS20M** Residential, single family, 20,000 sq. ft. min.

**RL** Rural Living  
**RL2.5** Rural Living, one residence per 2.5 acres  
**RL5** Rural Living, one residence per 5 acres  
**RL10** Rural Living, one residence per 10 acres  
**RL20** Rural Living, one residence per 20 acres

**RC, RC40, OS, FW** Resource Conservation, Open Space, Floodway

**CG-SCp, CS** Commercial Properties, Sign Control  
**CO, CN** Commercial Properties, Neighborhood Commercial  
**IC, IN** Industrial and Institutional Properties

## 5. METHOD FOR UPDATING COUNTY ZONING

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The following pages provide a framework for the activities necessary to determine the classification of parcels into newly created County Zones.

**Joshua Basin Water District  
Water Availability Assessment (Standby Charge)  
County Land Use Zoning District Update Procedure**

The Joshua Basin Water District, Water Availability Assessment (Standby Charge) relies on three factors to determine the annual amount due per parcel. The factors include the parcel size, District zoning<sup>(1)</sup>, and County Land Use Zoning District. The rate table created when the Standby Charge was established provided accommodations for all changes in parcel size and District zoning, but not for changes in County Land Use Zoning Districts, as changes by the County were not anticipated. Notwithstanding, the County has made changes to its Land Use Zoning Districts since the establishment of the Standby Charge. This document provides a framework of the activities necessary to determine the classification of parcels into newly created County Land Use Zoning Districts.

The approval of the Standby Charge pre-dates the passage of Proposition 218. As stated in the Annual Standby Report, “The water availability charge has been in effect at the current rate since 1996, prior to the enactment of Proposition 218 and is entitled to an exemption from the procedural requirements of Proposition 218 unless and until it is increased.” Therefore, to not be considered an increase, all newly designated zone classifications caused by changes to County Land Use Zoning Districts must result in rates that are equal to or less than the amount assigned to the most similar Original County Land Use Zoning Districts<sup>(2)</sup>.

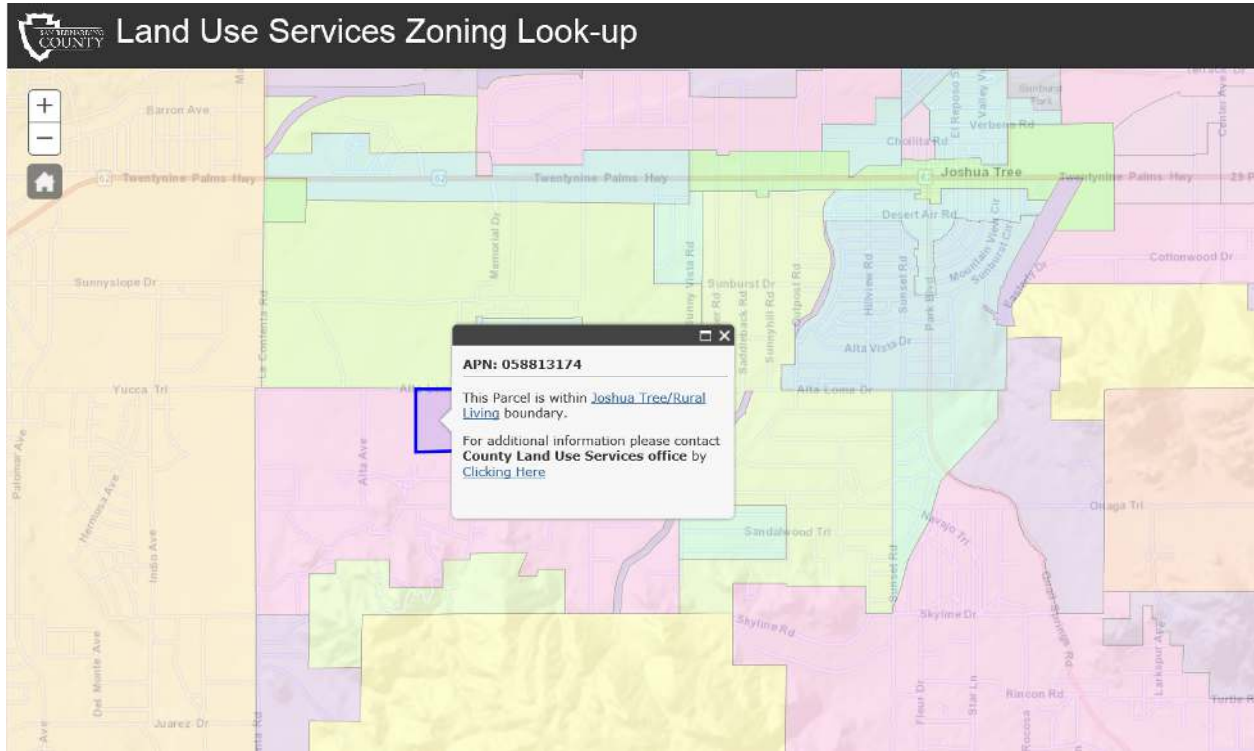
On an annual basis, the County Land Use Zoning District Update Procedures to be undertaken by the District or its agents includes:

1. Obtain a current listing of active County Land Use Zoning Districts.
2. Determine which County Land Use Zoning Districts are not shown on the most recently updated Standby Rate Table to determine the “New County Land Use Zoning Districts.”
3. Review the Original County Land Use Zoning Districts descriptions to determine the most similar Original County Land Use Zoning District.
4. Assign the rate from the most similar Original County Land Use Zoning District to the New County Land Use Zoning Districts. If there are more than one Original County Land Use Zoning Districts that closely fit the description of the New County Land Use Zoning District, assign the lowest rates associated with those Original County Land Use Zoning Districts.
5. Update Exhibit A, Schedules A and B to reflect the New County Land Use Zoning Districts and rates.

Documentation on this annual process along with all assumptions and determinations will be included in the Annual Standby Report that is approved by the Board of Directors. The District may experience a loss in revenue due to unforeseen County land use zone changes, but in no event can the rates for the new classifications exceed the previously approved rates without a Proposition 218 balloting procedure.

<sup>(1)</sup> District Zones are determined based on parcel proximity to existing District pipelines.

<sup>(2)</sup> Original County Land Use Zoning Districts were included on the rate table when the Standby Charge was established.



Sample of a New County Land Use Zoning District, Rural Living (RL) classification.

RL10	RL10	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
						\$15.00				41+ Acres
RL5	RL5	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
						\$12.00	\$25.00	\$15.00	\$12.00	41-80 Acres
						\$8.00	\$10.00	\$8.00	\$8.00	81-160 Acres
						\$4.00	\$5.00	\$4.00	\$3.00	161-320 Acres
						\$1.00	\$1.00	\$1.00	\$1.00	321+ Acres
RL2.6 →	RL	\$30.00	\$50.00	\$40.00	\$40.00	\$20.00	\$30.00	\$20.00	\$15.00	0-40 Acres
						\$15.00	\$25.00	\$15.00	\$12.00	41-80 Acres
						\$10.00	\$15.00	\$10.00	\$10.00	81-160 Acres
						\$5.00	\$8.00	\$5.00	\$4.00	161-320 Acres
						\$1.00	\$1.00	\$1.00	\$1.00	321+ Acres
COMMERCIAL / INDUSTRIAL	COMMERCIAL / INDUSTRIAL	\$40.00	\$60.00	\$50.00		\$25.00	\$35.00	\$25.00		0-40 Acres
							\$25.00			41+ Acres
	RS	\$40.00	\$60.00	\$50.00		\$20.00	\$30.00	\$20.00		0-40 Acres
							\$25.00			41+ Acres
RS1	RS1	\$40.00	\$60.00	\$50.00		\$20.00	\$30.00	\$20.00		0-40 Acres
							\$25.00			41+ Acres

## 6. PARCEL LISTING

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The parcel listing for the Standby Charge is provided on the following pages.

Assessor's parcel identification, for each lot or parcel subject to the Standby Charge, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the Standby Charge in Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the County Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

**Joshua Basin Water District**  
**Water Availability Standby Charges**  
**Fiscal Year 2026/27 Preliminary Billing Report**

APN	Levy Amount	Installment Rounding	Total
0588-101-01-0000	\$100.00	\$0.00	\$100.00
0588-101-02-0000	100.00	0.00	100.00
0588-101-03-0000	100.00	0.00	100.00
0588-101-04-0000	100.00	0.00	100.00
0588-111-08-0000	600.00	0.00	600.00
0588-111-12-0000	300.00	0.00	300.00
0588-111-14-0000	75.00	0.00	75.00
0588-111-16-0000	150.00	0.00	150.00
0588-111-17-0000	150.00	0.00	150.00
0588-111-18-0000	75.00	0.00	75.00
0588-111-21-0000	75.00	0.00	75.00
0588-111-24-0000	75.00	0.00	75.00
0588-111-25-0000	75.00	0.00	75.00
0588-111-26-0000	75.00	0.00	75.00
0588-111-27-0000	75.00	0.00	75.00
0588-111-30-0000	8,010.31	(0.01)	8,010.30
0588-121-01-0000	400.00	0.00	400.00
0588-121-03-0000	150.00	0.00	150.00
0588-121-04-0000	150.00	0.00	150.00
0588-121-06-0000	225.00	0.00	225.00
0588-121-07-0000	225.00	0.00	225.00
0588-121-08-0000	225.00	0.00	225.00
0588-121-09-0000	225.00	0.00	225.00
0588-121-10-0000	75.00	0.00	75.00
0588-121-11-0000	68.40	0.00	68.40
0588-121-12-0000	50.00	0.00	50.00
0588-121-13-0000	50.00	0.00	50.00
0588-121-14-0000	68.40	0.00	68.40
0588-121-15-0000	75.00	0.00	75.00
0588-121-17-0000	400.00	0.00	400.00
0588-121-19-0000	50.00	0.00	50.00
0588-121-21-0000	100.00	0.00	100.00
0588-121-22-0000	377.70	0.00	377.70
0588-121-23-0000	100.00	0.00	100.00
0588-121-24-0000	100.00	0.00	100.00
0588-121-25-0000	30.00	0.00	30.00
0588-121-26-0000	30.00	0.00	30.00
0588-121-27-0000	36.80	0.00	36.80
0588-121-28-0000	114.80	0.00	114.80
0588-121-29-0000	64.00	0.00	64.00
0588-121-30-0000	150.00	0.00	150.00
0588-121-31-0000	36.00	0.00	36.00

Slight variances may occur due to rounding

PAGES OMITTED FOR PACKET LENGTH.  
SEE JBWD.COM FOR FULL REPORT AT THE FOLLOWING LOCATION:  
<https://tinyurl.com/Standby-26-27>



**Joshua Basin Water District**  
**Water Availability Standby Charges**  
**Fiscal Year 2026/27 Preliminary Billing Report**

APN	Levy Amount	Installment Rounding	Total
0632-371-14-0000	200.00	0.00	200.00
0632-371-15-0000	75.00	0.00	75.00
0632-371-16-0000	225.00	0.00	225.00
0632-371-17-0000	300.00	0.00	300.00
0632-371-18-0000	200.00	0.00	200.00
0632-371-19-0000	300.00	0.00	300.00
0632-371-20-0000	200.00	0.00	200.00
0632-371-21-0000	200.00	0.00	200.00
0632-371-22-0000	300.00	0.00	300.00
0632-371-23-0000	300.00	0.00	300.00
0632-371-24-0000	300.00	0.00	300.00
0632-371-25-0000	300.00	0.00	300.00
0632-371-26-0000	300.00	0.00	300.00
0632-371-27-0000	300.00	0.00	300.00
0632-371-28-0000	150.00	0.00	150.00
0632-371-29-0000	150.00	0.00	150.00
0632-371-30-0000	150.00	0.00	150.00
0632-371-31-0000	100.00	0.00	100.00
0632-371-32-0000	100.00	0.00	100.00
0632-371-33-0000	150.00	0.00	150.00
0632-371-34-0000	300.00	0.00	300.00
0632-371-35-0000	176.82	0.00	176.82
0632-371-36-0000	300.00	0.00	300.00
0632-371-37-0000	150.00	0.00	150.00
0632-371-38-0000	150.00	0.00	150.00
0632-371-39-0000	150.00	0.00	150.00
0632-371-40-0000	57.84	0.00	57.84
0632-371-41-0000	37.42	0.00	37.42
0632-371-42-0000	586.50	0.00	586.50
<b>11,579 Accounts</b>	<b>\$1,186,272.34</b>	<b>(\$3.24)</b>	<b>\$1,186,269.10</b>

Slight variances may occur due to rounding



<b>AGENDA ITEM NO:</b>	7C
<b>MEETING DATE:</b>	06.17.26

## Staff Report

<b>PRESENTED BY:</b>	Anne Roman, Director of Finance
<b>TOPIC:</b>	<b>ANNUAL RESOLUTION TO AUTHORIZE THE COUNTY TO COLLECT COPPER MOUNTAIN MESA (CMM) ASSESSMENT DISTRICT CHARGES VIA THE COUNTY PROPERTY TAX ROLLS</b>
<b>RECOMMENDATION:</b>	Review and adopt Resolution number 26-1090

**SUMMARY:** In 1996, the District issued \$4,551,388.60 in Copper Mountain Mesa Assessment District (CMMAD) Limited Obligation Improvement Bonds and annually collects from the Assessment District participants to repay the bonded debt obligation to the USDA. A new resolution is needed to authorize the County to collect the charges.

**ANALYSIS:** For several decades, the District has utilized the San Bernardino County property tax rolls as the method to collect the bonded debt payments from the CMMAD participants. The County of San Bernardino now requires an annual resolution for this purpose. This Resolution must be received by the County by the [earlier] due date of June 26, 2026 this year to ensure the 2026/2027 charges can be submitted to the property tax rolls.

Since the due date for the resolution has been accelerated, the exact amount to be collected via the tax rolls for the CMMAD assessments is still undergoing final calculations at the time of this writing. The total amount includes reimbursement for the District's costs to administer the program (including NBS charges) and is estimated to be around \$260,000.

**RECOMMENDED ACTION:** Review and adopt Resolution number 26-1090

**STRATEGIC PLAN:** N/A

**FISCAL IMPACT:** *Approximately \$260,000 in CMMAD debt charges will be submitted to the County property tax rolls. Failure to adopt this resolution could potentially result in the District's liability for paying the USDA Bond Debt Service payments, although it has been historically disputable whether the District is contingently liable.*

**RESOLUTION NO. 26-1090**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE JOSHUA BASIN WATER DISTRICT  
ESTABLISHING THE LEVY FOR COPPER MOUNTAIN MESA ASSESSMENT DISTRICT NO.  
1995-2N2 FOR FISCAL YEAR 2026-2027 AND AUTHORIZING THE COLLECTION THEREOF  
BY THE COUNTY OF SAN BERNARDINO**

**WHEREAS**, the Joshua Basin Water District (“District”) is a county water district organized and existing under the County Water District Act as set forth in Division 12 (commencing with Section 30000) of the California Water Code; and

**WHEREAS**, in 1995 and 1996, the Board of Directors (“Board”) of the District by its Resolution No. 95-431, as amended, (the “Resolution of Intention”) declared its intention to order the construction of a water distribution system and to form the Copper Mountain Mesa Assessment District No. 1995-2N2 (the “Assessment District”) pursuant to the provisions of the Municipal Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.) and ordered the Engineer of Work, Krieger & Stewart, Incorporated, to prepare and file a report (the “Engineer’s Report”) with the District; and

**WHEREAS**, the Board by its Resolution No. 95-443 preliminarily approved the Engineer’s Report submitted by the Engineer of Work; and

**WHEREAS**, following notice duly given in accordance with law, the Board held a public meeting on December 30, 1995, and a public hearing on January 10, 1996, regarding the Resolution of Intention and the Engineer’s Report; and

**WHEREAS**, following the public hearing, pursuant to its Resolution No. 96-551, the Board ordered modifications to the Engineer’s Report to be made, as presented by the Engineer of Work at the public hearing, confirmed the assessments for the Assessment District, and ordered the proposed improvements set forth in the Engineer’s Report, as modified, to be made; and

**WHEREAS**, the District issued the \$4,551,388.60 Joshua Basin Water District, Copper Mountain Mesa Assessment District, Limited Obligation Improvements Bonds, Series 1996 to fund the costs of improvements identified in the Engineer’s Report and is obligated to collect assessments annually to repay this bonded debt obligation; and

**WHEREAS**, the Districts wishes to order the collection of assessments in Fiscal Year 2026/27 in accordance with the provisions of the Municipal Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.); and

**NOW, THEREFORE**, the Board of Directors of the Joshua Basin Water District hereby resolves as follows:

1. **District Authority.** The District is authorized pursuant to the Municipal Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.) to levy and collect an assessment to fund the costs identified in the Engineer’s Report.

2. **Total Assessment.** The total levy and amount of the assessment is approved for collection on San Bernardino County property tax bills by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

3. **Collection by the County.** The total amount of the assessment shall be collected on the San Bernardino County Tax Roll in the same manner, and by the same persons and at the same time as, together with and not separately from, the District’s general taxes. The Secretary of the District is hereby authorized and directed to forthwith file a certified copy of this Resolution in the office of the Auditor of the County of San Bernardino on or before August 10, 2026.

4. **Effective Date.** The effective date of this Resolution is the 1st day following the date of its adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of June, 2026 pursuant to the following votes:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

By \_\_\_\_\_  
Stacy Doolittle, President,  
Board of Directors

\_\_\_\_\_  
Sarah Johnson, Board Secretary