



**REGULAR MEETING OF THE  
WATER RESOURCES AND OPERATIONS COMMITTEE  
MONDAY, SEPTEMBER 25, 2017 10:00 AM  
61750 CHOLLITA ROAD, JOSHUA TREE, CA 92252  
AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. DETERMINATION OF QUORUM
4. APPROVAL OF AGENDA
5. PUBLIC COMMENT
- Page 2 6. APPROVE MINUTES OF THE PRIOR COMMITTEE MEETING
  - August 28, 2017 Regular Meeting of the Water Resources and Operations Committee
- Pages 3-9 7. WATER STORAGE AGREEMENT – Receive for information only.
8. TANK INSPECTIONS – Receive for information only.
9. STAFF REPORT WITH UPDATES ON THE FOLLOWING:
  - Bureau Of Indian Affairs, Trust Application
  - Dollar General
  - Well 14
10. ADJOURNMENT
- +

**INFORMATION**

During "Public Comment", please use the podium microphone. State your name, have your information prepared, and be ready to provide your comments. A 3-minute time limit will be imposed. The District is interested and appreciates your comments.

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

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

JOSHUA BASIN WATER DISTRICT  
Minutes of the  
REGULAR MEETING OF THE WATER RESOURCES AND OPERATIONS COMMITTEE  
Monday, August 28, 2017

1. CALL TO ORDER 10:15 AM

2. PLEDGE OF THE ALLEGIANCE

Committee Members Present: Mickey Luckman, President  
Bob Johnson, Vice President

Staff Present: Curt Sauer, General Manager

3. DETERMINATION OF A QUORUM – A quorum is present.

4. APPROVAL OF AGENDA –

MSC/Johnson/Luckman to approve the Agenda for the August 28, 2017 Regular Meeting of the Water Resources and Operations Committee.

5. PUBLIC COMMENT – None

6. APPROVE MINUTES OF THE PRIOR MEETING –

- May 24, 2017 Draft Minutes

MSC/Luckman/Johnson 2/0 to approve the minutes of the May 24, 2017 Regular Meeting of the Water Resources and Operations Committee.

7. STAFF REPORT – GM Sauer gave a brief report on the Indian Trust Lands.

8. ADJOURNMENT –

MSC/Johnson/Luckman 2/0 to adjourn the August 28, 2017 Regular Meeting of the Water Resources and Operations Committee.

Draft WJB 09/07/2017  
MWA 09/12/2017

**AGREEMENT  
BETWEEN  
MOJAVE WATER AGENCY  
AND  
JOSHUA BASIN WATER DISTRICT**

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Mojave Water Agency (hereinafter MWA) and Joshua Basin Water District (hereinafter JBWD).

**RECITALS**

- A. JBWD is a County Water District organized and operating pursuant to California Water Code section 30000, et seq.
- B. MWA is organized and operating pursuant to California Water Code, Appendix 97, et seq.
- C. The primary purposes of this Agreement are to more efficiently use the water supplies available to MWA and JBWD, and to make supplemental water supplies available to JBWD.

**DEFINITIONS**

JBWD - Joshua Basin Water District.

Groundwater basin – DWR Bulletin 118 Groundwater Basin, Joshua Tree 7-62, as shown in Exhibit A attached hereto.

MWA- Mojave Water Agency.

MWA Storage Water- Water delivered to the Point of Delivery by MWA in excess of water ordered by JBWD on an annual basis shown on Exhibit B attached hereto.

MWA Storage Water Account- State Water Project water delivered by MWA pursuant to this Agreement shall be credited to a MWA Storage Water account. MWA will be responsible for recording and maintaining the storage water in the account subject to review and approval of Joshua Basin Water District on an annual basis.

Point of Delivery- The location at which MWA Storage Water is delivered and measured, as established pursuant to Section 6 of this Agreement as shown on Exhibit B

## **AGREEMENT**

In consideration of the foregoing recitals and the covenants contained herein, the Parties to this Agreement hereby agree as follows:

**Section 1. Delivery, Amount, and Ownership of Stored Water.** Subject to the conditions of this Agreement, MWA may deliver State Water Project water to be stored in the basin as defined in Exhibit A, until such time as needed by JBWD as determined by MWA. MWA will have the option of meeting the annual JBWD order for SWP water by transferring MWA banked water to JBWD. The amount of water to be stored in the basin for MWA hereunder shall not be limited, but is in the sole discretion of MWA.

**Section 2. Implementation of Agreement.** Notwithstanding any other provisions of this Agreement, the Parties hereto recognize that implementation of this Agreement may be restricted or terminated if it is determined that operations authorized under this Agreement would adversely affect JBWD. Adverse effects include, but are not limited to, high groundwater levels, subsidence or permanent loss of storage capacity due to compaction of water-bearing soils, or due to a continuous decline of water levels. If any Party is informed or believes that implementation of this Agreement or any part hereof may adversely affect the basin as shown in Exhibit A, that Party shall give notice to the other Party containing a general description of the First party's information or belief. The Parties hereto shall meet and confer within ten (10) business days after written notice by the First Party.

**Section 3. MWA Storage Water.** From time to time, MWA may have opportunity to receive water from the State Water Project in excess of JBWD's annual request for any given year. MWA, in conjunction with JBWD, will store this excess water in the basin, as described in Exhibit A, in accordance with this Agreement, at MWA's sole discretion. All costs associated with delivering the water including the cost of the water to the point of delivery shall be borne by MWA. MWA shall notify JBWD at least thirty (30) days in advance of intent to deliver to the MWA Storage Water Account. MWA and JBWD shall mutually agree on delivery schedules. The MWA Storage Water Account deliveries shall not interfere with delivery of JBWD's annual request. All State Water Project water, less losses pursuant to Section 4, provided by MWA and delivered to the basin as described in Exhibit A for storage will be credited to the MWA Storage Water Account.

**Section 4. Storage Water Losses.** MWA agrees to the provision for water losses, based on a 15% loss factor for its stored water. Cumulative deliveries shall be reduced by a 15% loss factor on a per acre-foot basis and shall be debited from the MWA Storage Account.

EXAMPLE

Year	Delivery AF	15% Loss AF	Total Storage AF
One	1,250.00	187.50	1,062.50
Two	1,000.00	150.00	850.00
Three	1,250.00	187.50	1,062.50
Totals	3,500.00	525.00	2,975.00

**Section 5. Water Available to MWA.** MWA Storage Water shall be available to MWA in a cumulative amount equal to the amount of water credited to the MWA Storage Water Account, minus the Provision for Water Losses.

**Section 6. Point of Delivery.** MWA Storage Water shall be delivered to and measured at the MWA flow meter on the Morongo Basin Pipeline at the JBWD pipeline extension connection, as defined in Exhibit B.

**Section 7. Protection of Other MWA Water Users.** It is the objective of MWA and JBWD that this Agreement shall not adversely affect the rights of other water users within MWA.

**Section 8. MWA Storage Water Account Withdrawals.** Requests for State Water Project water by JBWD will be submitted to MWA. At the sole discretion of MWA, MWA's contractual delivery requirements to JBWD, as requested by JBWD through its water order, may be met in total or part by allocating a portion of the water stored in the MWA Storage Account providing, however, that an adverse condition does not exist as provided for in Section 2. In the event of an adverse condition, the Parties shall meet and confer pursuant to Section 2. As a result of the transfer and sale of stored water to JBWD, MWA's account shall be debited by an equal amount. MWA shall submit this accounting on an annual basis to JBWD. Water in the MWA Storage Water Account shall be deemed transferred to JBWD upon MWA's written notification to JBWD of the transfer and payment to MWA at a price equal to the then current purchase price established by MWA for water delivered to JBWD pursuant to the water rates set by MWA. It is hereby agreed that there is no charge, rent, assessment or expense incurred by MWA by reasons of its spreading and storing the MWA Storage Water Account pursuant to this Agreement. No easement, license, or other right is granted by this Agreement for the use of pipelines, wells, flood control channels, spreading basins, or any other physical facilities or land.

**Section 9. JBWD Indemnification.** JBWD agrees to indemnify, defend and hold harmless MWA, its directors, officers, employees, and agents from any and all claims including, but not limited to, property damage, personal injury or death arising or alleged to arise out of or connected with JBWD physical control, carriage, handling, use or distribution of storage water made available by MWA once said water has been delivered to delivery point, except for the active negligence or willful misconduct of MWA. JBWD shall be responsible for any documentation required under the California Environmental Quality Act (CEQA).

**Section 10. MWA Indemnification.** MWA agrees to indemnify, defend, and hold harmless JBWD, its directors, officers, employees, and agents from any and all claims, whether filed in a court of law or with an administrative agency, arising or alleged to arise out of or connected with the storage program implemented pursuant to this Agreement, including, but not limited to, claims contesting the legal validity of the program, excepting the active or willful negligence of JBWD.

**Section 11. Term of Contract.** This Agreement shall become effective as of the date first written above, and shall automatically renew annually as of the date of this Agreement unless terminated by one of the Parties pursuant to Sections 12 or 13.

**Section 12. Termination by JBWD.** In the event that JBWD terminates this Agreement, JBWD agrees to pay MWA for the water in the MWA Storage Water Account, except Provision for Water Losses, at a price equal to the then current price established by MWA for water delivered to JBWD. Such repayments by JBWD for termination under this Section are due and payable upon termination. JBWD may terminate this Agreement with One-Hundred Eighty (180) days written notice to MWA.

**Section 13. Termination by MWA.** In the event that MWA terminates or is unable to fulfill its obligations under this Agreement, water remaining in the MWA Storage Water Account, except Provision for Water Losses, shall be available for use by JBWD upon payment to MWA at a price calculated in accordance with Section 8. The remaining balance in the MWA Storage Water Account shall be liquidated in volumetric amounts not to exceed the annual requests made by JBWD, or as otherwise mutually agreed upon by the Parties. Notwithstanding any other provision in this Agreement, MWA may terminate this Agreement with One-Hundred Eighty (180) days written notice to JBWD.

**Section 14. Notices.** Any notice, tender or delivery to be given hereunder by any Party hereto to the other shall be effected by personal delivery in writing or electronic mail transmittal or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of mailing or in case of personal delivery or electronic mail, as of actual

Draft WJB 09/07/2017  
MWA 09/12/2017

receipt. Mailed notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this section.

To JBWD: General Manager  
JOSHUA BASIN WATER DISTRICT  
PO Box 675  
Joshua Tree, California 92252

To MWA: General Manager  
MOJAVE WATER AGENCY  
13846 Conference Center Drive  
Apple Valley, California 92307

**Section 15. Attorney Fees.** Each Party will bear its own attorney fees and costs.

**Section 16. Amendments.** This is an entire Agreement and supersedes only those prior agreements oral or written between the Parties to this Agreement regarding the subject matter thereto, and cannot be amended unless in writing, with specific reference hereto, and cannot be amended unless in writing, with specific reference hereto by Parties authorized to be charged. Failure by any Party to enforce any provisions shall not constitute a waiver of said Party's right to enforce subsequent violation of the same or any other provisions.

**Section 17. Inurement.** This Agreement shall not be assigned by any Party without the express written consent of the other Parties hereto. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by its authorized officers.

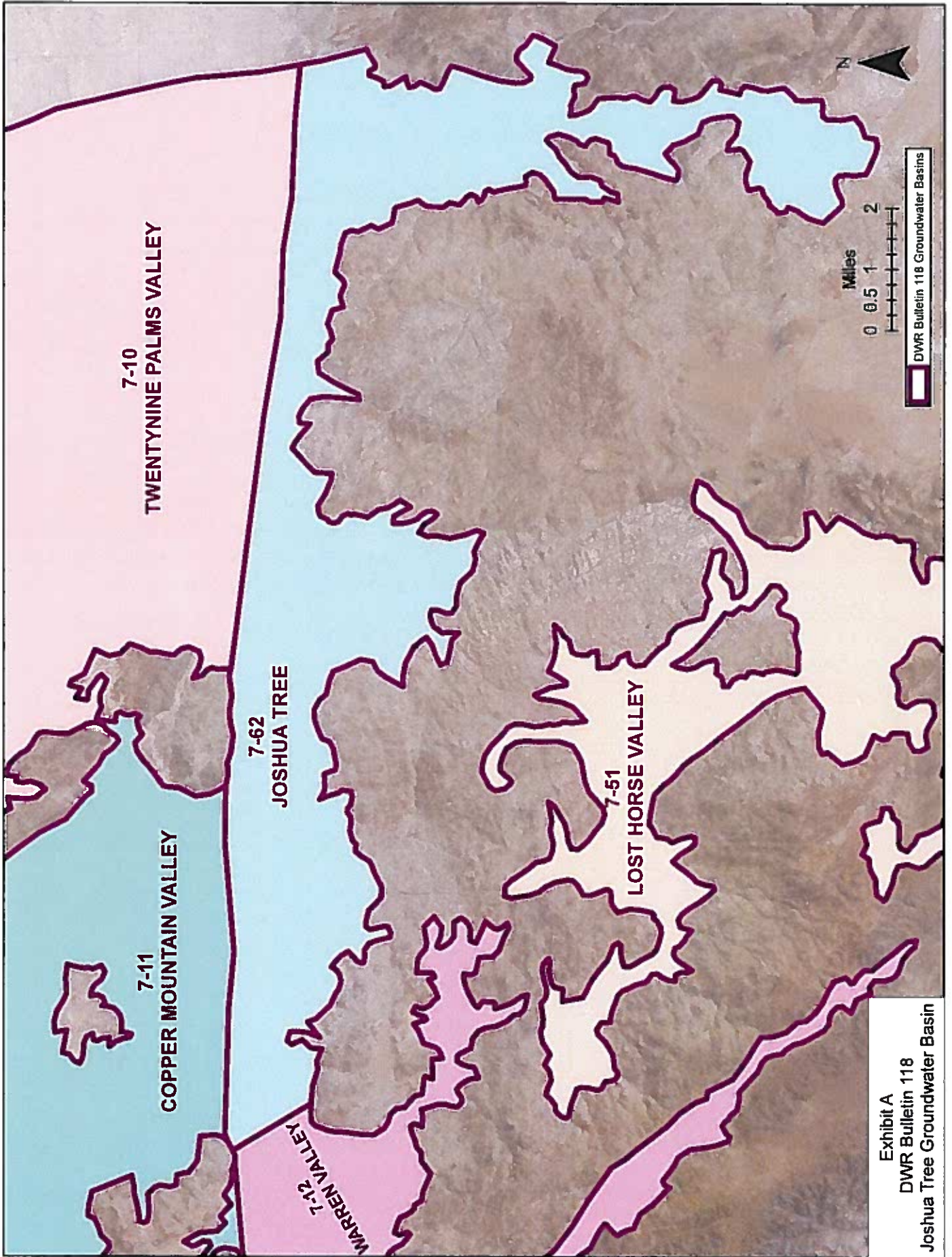


Exhibit A  
 DWR Bulletin 118  
 Joshua Tree Groundwater Basin

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# Water Delivery Facilities

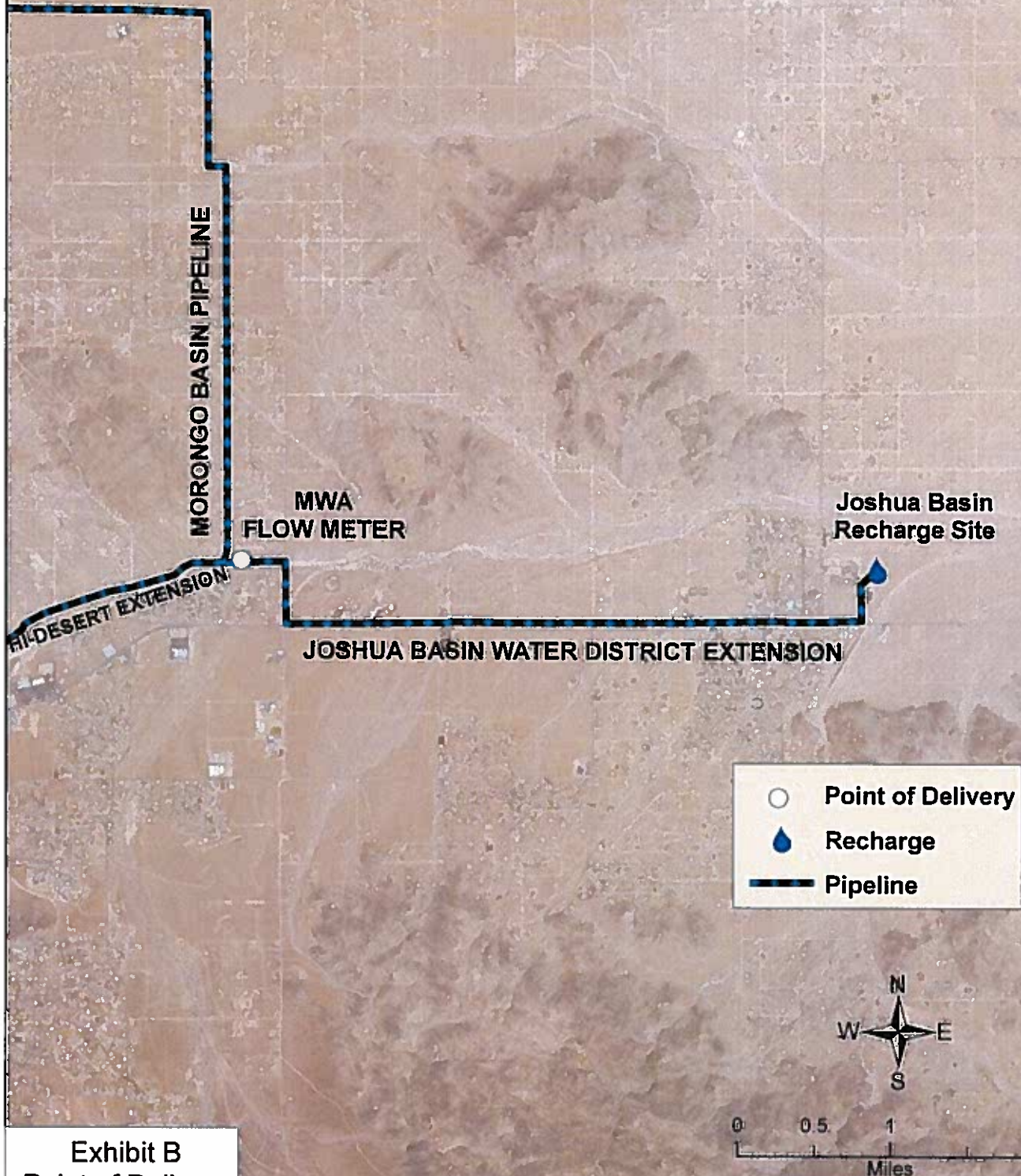


Exhibit B  
Point of Delivery

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