

VICTOR VALLEY REGIONAL WASTEWATER  
RECLAMATION PROJECT

SERVICE AGREEMENT

Between

---

and

MOJAVE WATER AGENCY

Approved by the MWA Board of Directors

November 23, 1976



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#### VOLUME II

- Exhibit "A" - Grant Offers  
     A-1 - State of California  
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           Protection Agency
- Exhibit "B" - Project Plan  
     Victor Valley Interceptor  
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- Exhibit "C" - Legal Description of Communities  
     C-1 - Adelanto  
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- Exhibit "D" - Revenue Program Guidelines for Wastewater Agencies
- Exhibit "E" - Revenue Program for MWA Regional Wastewater System
- Exhibit "F" - Sample Calculation of O & M User Charges
- Exhibit "G" - Mojave Water Agency Resolution No. 282-75

1 VICTOR VALLEY REGIONAL WASTEWATER  
2 SERVICE AGREEMENT

3 This AGREEMENT, by and between \_\_\_\_\_  
4 hereinafter referred to as COMMUNITY and the MOJAVE WATER AGENCY  
5 a public agency hereinafter referred to as AGENCY is entered into  
6 as of \_\_\_\_\_

7  
8 RECITALS

9 WHEREAS, the California Regional Water Quality Control Board,  
10 Lahontan Region, has adopted an Interim Basin Plan which has been  
11 approved by the State Water Resources Control Board and the En-  
12 vironmental Protection Agency and said Basin Plan specified that  
13 wastewater management will be accomplished in the Victor Valley  
14 area by means of a regional wastewater system to intercept, trans-  
15 port, treat and dispose of the wastewaters from the several com-  
16 munities in the Victor Valley; and

17 WHEREAS, the concept of the regional project is that the  
18 wastewaters of each community will be collected within the commun-  
19 ity by a collection system constructed and operated by each re-  
20 spective community and that the regional system will be constructed  
21 and operated by the Mojave Water Agency to receive the wastewaters  
22 from each community and transport them to a regional treatment  
23 plant for treatment and disposal; and

24 WHEREAS, the Mojave Water Agency has been designated as the  
25 regional agency to construct, operate and maintain the Victor  
26 Valley Regional Wastewater Project and said agency has had design  
27 plans and specifications prepared and submitted to the State Water  
28 Resources Control Board and the Environmental Protection Agency;

1 and

2 WHEREAS, the State Water Resources Control Board has certi-  
3 fied said project to the Environmental Protection Agency for a  
4 federal grant and a contract with the Environmental Protection  
5 Agency has been executed by the Agency; and

6 WHEREAS, the State Water Resources Control Board has made a  
7 formal grant offer and a contract with the State of California  
8 has been executed by the Agency, and said contract requires that  
9 the project will, at all times be operated in such a  
10 manner as to provide service to existing and future participating  
11 agencies and persons and users on a fair and equitable basis; and

12 WHEREAS, the Mojave Water Agency has established Improvement  
13 District No. 1 that encompasses the area served by the regional  
14 wastewater system and the voters therein have authorized a bond  
15 issue of \$1,750,000 to pay the local share of the capital cost  
16 of the first stage of the regional facilities and to levy a tax  
17 for repayment of said bond issue; and

18 WHEREAS, it is necessary to enter into agreements between  
19 the Mojave Water Agency and the participating communities as to  
20 the obligations and responsibilities of each regarding the con-  
21 struction, operation and maintenance of the regional wastewater  
22 project; and

23 WHEREAS, the Mojave Water Agency has agreed in Resolution  
24 No. 282-75, dated April 22, 1975 to turn over the operation and  
25 maintenance, financing and any other phase of the regional project  
26 to any responsible entity or joint powers agency, either of which  
27 is agreed to or formed by the communities served;

28 NOW, THEREFORE, IT IS AGREED by and between the parties as

1 follows:

2 SECTION 1. DEFINITIONS:

3 "Agency" means Mojave Water Agency, a public agency, estab-  
4 lished by an Act of Legislature in 1959 and activated by election  
5 of voters in 1960.

6 "average dry weather flow (ADWF)" means the average flow of  
7 wastewater in a period of dry weather without any storm flow  
8 included, said flow being the average of the said flow as measured  
9 for a period of seven consecutive days and stated in units of  
10 millions of gallons per day.

11 "BOD" means biochemical oxygen demand (in five days at 20°C  
12 unless otherwise stated) and is the dissolved oxygen required by  
13 organisms for the aerobic decomposition of organic matter present  
14 in the water.

15 "community" means a city, town, county, county service area,  
16 district, association or other public body, including an inter-  
17 municipal agency of two or more of the foregoing entities created  
18 by or pursuant to State Law.

19 "community sewer system" means the transporting facilities  
20 for wastewaters from individual homes or buildings to an inter-  
21 ceptor or a wastewater treatment facility.

22 "construction" means any one or more of the following: pre-  
23 liminary planning to determine the feasibility of treatment works,  
24 engineering, architectural, legal, fiscal, or economic investiga-  
25 tions, or studies, surveys, designs, plans, working drawings,  
26 specifications, procedures or other necessary actions, erection,  
27 building, acquisition, alteration, remodeling, improvement, or  
28 extension of treatment works, or the inspection or supervision of

1 any of the foregoing items.

2 "contracting community" means and refers to each community  
3 which has executed an agreement with the Mojave Water Agency to  
4 obtain the services of the Victor Valley Regional Wastewater Pro-  
5 ject. The project concept is that the communities of Adelanto,  
6 Apple Valley, Hesperia, Oro Grande and Victorville will be con-  
7 tracting communities and that George Air Force Base will also  
8 receive service from the project through a utility service agree-  
9 ment.

10 "CSA" means County Service Area.

11 "delivery point" means the point at which wastewater is  
12 delivered to the regional wastewater system:

13 "domestic sewage" means the wastewater from kitchen, bathroom,  
14 lavatory, toilet and laundry which is non-industrial in character.

15 "effluent limitation" means any restriction established by  
16 the State or its agencies on quantities, rates and concentrations  
17 of chemical, physical, biological and other constituents which are  
18 discharged from the wastewater treatment plant.

19 "EPA" means Environmental Protection Agency of the Federal  
20 government.

21 "fiscal-year" means 12-month period commencing on July 1st  
22 and ending on the following June 30th.

23 "George AFB" means George Air Force Base.

24 "I.D. No. 1" means Improvement District No. 1 which is a  
25 numbered improvement district of the Mojave Water Agency estab-  
26 lished in 1972 under provisions of the Mojave Water Agency Law  
27 and including an area covering a major portion of the Victor Valley  
28 and the communities of Adelanto, Apple Valley, Hesperia, George

1 Air Force Base, Oro Grande and Victorville. (Exhibit "C")

2 "immediate service availability charge" means a charge levied  
3 against property within Improvement District No. 1 but is not being  
4 served by a community sewer system. The charge must be propor-  
5 tionate to the available service.

6 "industrial wastes" means those wastes which are discharged  
7 from "industrial users" defined hereinafter.

8 "interceptor sewer" means the collector system into which  
9 the community sewer system empties for transport to the regional  
10 wastewater treatment plant.

11 "industrial user" means any nongovernmental user of publicly  
12 owned treatment works identified in the Standard Industrial  
13 Classification Manual, 1972, Office of Management and Budget as  
14 amended and supplemented under the following divisions:

- 15 a. Division A - Agriculture, Forestry and Fishing
- 16 b. Division B - Mining
- 17 c. Division D - Manufacturing
- 18 d. Division E - Transportation, Communications, Electric,  
19 Gas and Sanitary
- 20 e. Division I - Services

21 A user in the divisions listed may be excluded if it is  
22 determined that the user will introduce primarily segregated  
23 domestic wastes or wastes from sanitary conveniences.

24 "Operation and Maintenance (O & M)" means the activities re-  
25 lated to the regional wastewater system and the disposal facilities  
26 and shall include labor; the procurement of supplies and parts  
27 necessary for proper operation of said facilities; the purchase of  
28 fuel, power and chemicals; the repair or replacement of facilities

1 customarily considered as maintenance; and administration of said  
2 activities, including necessary accounting activities.

3 "owner" means any person who owns, leases, operates, controls  
4 or supervises a source of wastewater.

5 "Regional Wastewater System" means any devices and systems  
6 used in the storage, treatment, recycling and reclamation of  
7 municipal sewage or industrial wastes of a liquid nature as nec-  
8 essary to recycle or reuse water at the most economical cost over  
9 the estimated life of the works including intercepting sewers,  
10 outfall sewers, sewage collection systems, pumping, power and  
11 other equipment and their appurtenances; extensions, improvements,  
12 remodeling, additions and alterations thereof; elements essential  
13 to provide a reliable recycled supply such as standby treatment  
14 units and clear well facilities; and any works, including site  
15 acquisition of the land that will be an integral part of the  
16 treatment process or is used for ultimate disposal of residues  
17 resulting from such treatment.

18 "Regional Wastewater System Management Advisory Committee"  
19 means a committee established by the Agency with members appointed  
20 by the contracting communities to guide, recommend and assist the  
21 Agency in performance of its functions concerning the regional  
22 wastewater system. Hereinafter, termed RWSMAC.

23 "replacement" means those expenditures for obtaining and in-  
24 stalling equipment, accessories or appurtenances during the useful  
25 life of the treatment works necessary to maintain the capacity and  
26 performance for which such works are designed and constructed.

27 "SS" means suspended solids.

28 "SWRCB" means State Water Resources Control Board.

1        "service agreement" means this document and includes Vol. 1  
2    la and Vol. II which latter volume contains service agreement exhibit  
3        "service area" means the area circumscribed by the boundaries  
4        of Improvement District No. 1 and its annexations.

4        "sewage" means wastewater.

5        "source" means any building, structure, facility or installa-  
6        tion from which there is or may be the discharge of pollutants.

7        "State" means the State of California.

8        "state water pollution control agency" means the State agency  
9        designated by the Governor as having responsibility for enforcing  
10       State laws relating to the abatement of pollution.

11       "O & M User Charge" means a system of charges to assure that  
12       each community will pay its proportionate share of the costs of  
13       operation and maintenance (including replacement) of all waste  
14       treatment service provided by the Agency.

15       "WCRF" is the Wastewater Capital Reserve Fund. A minimum  
16       amount of capital recovery must be obtained each year consisting  
17       of the construction costs divided by 30 (or the useful life in  
18       years, whichever results in a higher annual cost) of: (1) the  
19       treatment plant and pumping plant, and (2) 75 percent of the grant  
20       eligible costs of all grant funded interceptors, outfalls and/or  
21       other facilities allocable to industrial users and not included as  
22       part of treatment plants or pumping plants. If the amount of the  
23       minimum capital recovery amount allocable to utilized capacity is  
24       greater in any one calendar year than the actual capital-related  
25       cash flow requirements consisting of debt principal repayment and  
26       capital outlays, then the minimum capital recovery amount alloca-  
27       ble to utilized capacity must be collected through rates and  
28       other charges and the difference placed in a limited use fund

1 designated the Wastewater Capital Reserve Fund. Limitations on  
2 the use of WCRF are specified in the SWRCB Revenue Program  
3 Guidelines.

4 SECTION 2. RESPONSIBILITY OF AGENCY:

5 The AGENCY shall be responsible to construct, own,  
6 operate and maintain at the sole expense of I.D. No. 1, its  
7 taxpayers, users and property owners, all facilities which  
8 are a part of the regional wastewater system and to provide  
9 a sewer connection for each community to be served by the  
10 regional wastewater system and shall receive, transport,  
11 treat and dispose of all domestic and industrial wastes from  
12 the communities served, subject to the terms and conditions  
13 set forth herein including Resolution #282-75 and the source con-  
14 trol ordinance developed pursuant to Section 17.

15 The AGENCY shall operate the regional wastewater system in  
16 conformity with applicable laws, rules and regulations promulgated  
17 by federal, state and local authorities having jurisdiction thereo

18 The AGENCY shall be responsible for and agrees to meet the  
19 terms and conditions of the Environmental Protection Agency Grant  
20 and the State of California Grant. The conditions presented in  
21 the grants are shown in Exhibit "A" of this agreement.

22 SECTION 3. RESPONSIBILITY OF COMMUNITY:

23 It shall be the responsibility of the COMMUNITY to install,  
24 operate and maintain a community wastewater collection system  
25 within its service area to collect, carry and deliver wastewater  
26 to the regional wastewater system at the point of delivery and

1 designated the Wastewater Capital Reserve Fund. Limitations on  
2 the use of WCRF are specified in the SWRCB Revenue Program  
3 Guidelines.

4 SECTION 2. RESPONSIBILITY OF AGENCY:

5 The AGENCY shall be responsible to construct, own,  
6 operate and maintain at the sole expense of I.D. No. 1, its  
7 taxpayers, users and property owners, all facilities which  
8 are a part of the regional wastewater system and to provide  
9 a sewer connection for each community to be served by the  
10 regional wastewater system and shall receive, transport,  
11 treat and dispose of all domestic and industrial wastes from  
12 the communities served, subject to the terms and conditions  
13 set forth herein including Resolution #282-75 and the source con-  
14 trol ordinance developed pursuant to Section 17.

15 The AGENCY shall operate the regional wastewater system in  
16 conformity with applicable laws, rules and regulations promulgated  
17 by federal, state and local authorities having jurisdiction thereo

18 The AGENCY shall be responsible for and agrees to meet the  
19 terms and conditions of the Environmental Protection Agency Grant  
20 and the State of California Grant. The conditions presented in  
21 the grants are shown in Exhibit "A" of this agreement.

22 SECTION 3. RESPONSIBILITY OF COMMUNITY:

23 It shall be the responsibility of the COMMUNITY to install,  
24 operate and maintain a community wastewater collection system  
25 within its service area to collect, carry and deliver wastewater  
26 to the regional wastewater system at the point of delivery pro-  
27 vided, and to monitor and operate its community wastewater collec-  
28 tion system to insure that the quality of wastewater delivered to

1 the regional system complies with provisions of this agreement.

2 The contracting community will enact and enforce in its  
3 jurisdiction served by the regional wastewater system, a sewer use  
4 ordinance or other legally binding requirement which;

5 (1) Shall ensure that new sewers and connections  
6 to the community wastewater collection system  
7 are properly designed and constructed to  
8 applicable county or city codes for construction.

9 (2) The contracting community shall adopt ordin-  
10 ances or equivalent legal mechanisms stating that  
11 all septic tank pumpings will be discharged  
12 to the regional wastewater treatment system  
13 or other disposal site approved by the  
14 Lahontan Regional Water Quality Control Board  
15 and/or other control agency (ies).

16 The contracting community agrees that with the signing of  
17 this service agreement, the requirements for the ordinances or  
18 legal mechanisms, outlined above, have been or will be complied  
19 with and that the service agreement and Regional Wastewater System  
20 Source Control Ordinance in lieu of a source control ordinance of  
21 the contracting community, which is consistant with the require-  
22 ments of the regional wastewater system, will be agreed to and en-  
23 forced by the respective contracting communities to provide the  
24 Agency with the needed requirements to meet the conditions of the  
25 Environmental Protection Agency and the State grants.

26 SECTION 4. TERM OF AGREEMENT:

27 The term of this agreement shall be thirty (30) years from its  
28 effective date and thereafter until terminated at the option of the

1 COMMUNITY or the Agency by the giving of written notice not less  
2 than one year in advance of the effective date of termination.

3 Community or Agency shall have the option to cancel agreement  
4 contingent upon the following conditions not occurring by \_\_\_\_\_  
5 March 31, 1977.

6 Service Agreement shall be signed by:

7 1. The Communities of Oro Grande, Victorville, Apple Valley,  
7a Hesperia and Adelanto.

8 2. George Air Force Base shall have indicated their parti-  
9 cipation and begin negotiations with Mojave Water Agency for a  
10 Service Agreement.

11 SECTION 5. REGIONAL WASTEWATER SYSTEM:

12 The regional wastewater system shall be generally as shown or  
13 described in the Victor Valley Regional Wastewater Project Plan as  
14 shown in Exhibit "B" hereof. Subject to the provisions for re-  
15 imbursement contained therein Mojave Water Agency shall pay all  
16 costs and expenses incurred in the acquisition, construction,  
17 operation, maintenance and replacement of the regional wastewater  
18 system. Each contracting community that is a recipient of ser-  
19 vice shall, as provided in Section 15 of this agreement, pay the  
20 Mojave Water Agency a user charge determined in accordance with  
21 Sections 12, 13 and 14 of this Service Agreement and representing  
22 an allocable share of all net costs incurred by the Mojave Water  
23 Agency in the operation, maintenance and replacement, upgrading  
24 and expansion of the regional wastewater facilities and the charges  
25 to each community shall be proportional to the use of the system,  
26 consistent with a determination of costs to serve each community,  
27 and in accordance with the requirements of the SWRCB Revenue Pro-  
28 gram Guidelines.

1           SECTION 6. AVAILABILITY OF REGIONAL WASTEWATER SYSTEM:

2           A. Communities of I.D. No. 1: Agency agrees that it will  
3 not make the services and facilities of the regional wastewater  
4 system available, other than on a temporary emergency basis, to  
5 any community within I.D. No. 1 (Exhibit "C" attached), until  
6 after said community has entered into a wastewater service agree-  
7 ment substantially similar to this agreement. A utility service  
8 agreement contracted with George Air Force Base is different in  
9 format and schedule in regard to capital payments, however, O & M  
10 and replacement costs will be computed for George Air Force Base  
11 on the same basis as for the other communities.

12           B. Contracting Communities: The contracting community  
13 shall be responsible for the collection of wastewater from any  
14 property located within its service area. The services and facili-  
15 ties of the regional wastewater system shall be made available to  
16 all contracting communities within the service area of I.D. No. 1  
17 subject to such terms and conditions as a contracting community  
18 may prescribe for use and extension of its own community waste-  
19 water collection system.

20           C. Service for Territory Outside I.D. No. 1:

21           A. contracting community may not extend sanitary sewer ser-  
22 vice to any area outside the boundary of I.D. No. 1 without first  
23 providing for and accomplishing the annexation of said area to said  
24 I.D. No. 1 and to arrange for the payment of annexation charges as  
25 provided in Section 7 of this agreement.

26           SECTION 7. ANNEXATIONS TO IMPROVEMENT DISTRICT NO. 1:

27           Agency agrees that for the purpose of financing the repayment  
28 of the Agency share of the capital costs and the annual costs of

1 the regional wastewater system and for expansion of said system,  
2 the entire territory of the communities to be served shall be  
3 cluded in I.D. No. 1. From time to time, as areas outside I.D.  
4 No. 1 seek to be served, the Agency may consent to and may annex  
5 as prescribed by law or regulation, those areas to said Improve-  
6 ment District.

7 Annexations to I.D. No. 1 shall be subject to the condition  
8 that the taxable property, excluding personal property, within the  
9 annexation shall be liable for payment of all costs incident to  
10 annexation and annexation fees which would reimburse I.D. No. 1  
11 all back ad valorem taxes which have been levied by the Agency and  
12 associated with the Regional Wastewater System together with in-  
13 terest computed at a rate established by the Board of Directors of  
14 the Mojave Water Agency had the property been a part of I.D. No. 1  
15 since the inception of the District. Any special taxes such as  
16 annexation fees on annexed territory shall be in addition to all  
17 other taxes levied within said I.D. No. 1 subsequent to annexa-  
18 tion.

19 SECTION 8. FINANCING OF CAPITAL COSTS OF REGIONAL  
20 WASTEWATER SYSTEM:

21 The capital costs for the planning and construction of the  
22 regional wastewater system shall be allocated between the local  
23 share, to be paid by the Agency, the share to be paid by George  
24 AFB, and the shares to be paid by the State Water Resources Control  
25 Board and the E.P.A.

26 The SWRCB has contracted with Agency to pay, as a grant from  
27 State funds, for 12.5 percent of the grant eligible costs and the  
28 E.P.A. has contracted with the Agency, to pay as a grant from fed-  
eral funds, for 75 percent of the cost of facilities found to be

1 grant eligible in the regional wastewater system.

2 George AFB is expected to contract with Agency to pay the cap-  
3 ital amount as agreed upon for its proportionate share of the cost  
4 of construction of the facilities and for the transporting,  
5 treating and disposing of its wastewaters through the regional  
6 wastewater system.

7 The Agency has sold the authorized \$1,750,000 general obli-  
8 gation bond, as necessary, to provide the initial financing of the  
9 Agency share of costs of the regional wastewater system.

10 Commencing with the first tax year during which taxes can be  
11 levied and collected within I.D. No. 1 and during each year there-  
12 after, the Board of Directors of the Mojave Water Agency shall levy  
13 and cause the county tax collector to collect taxes on all taxable  
14 property, excluding personal property, within I.D. No. 1. The  
15 levy shall be sufficient to retire the aforementioned 1.75 million  
16 dollar general obligation bond and subsequently approved bonds.

17 SECTION 9. FINANCING OF ANNUAL COSTS OF OPERATION  
18 AND MAINTENANCE OF REGIONAL WASTEWATER  
19 SYSTEM

20 The annual costs of Agency incurred in the operation and  
21 maintenance of the regional wastewater system shall be reimbursed  
22 through the revenues from one or a combination of the following  
23 charges and collections where applicable by the Agency:

- 24 (1) A user charge levied on the communities  
25 hooked up to the regional wastewater system.  
26 (2) A charge for septic tank pumpings discharged  
27 into said system.  
28 (3) Sale of treated effluent and byproducts from  
said system.

1 (4) Other system of charges that may be agreed  
2 upon between the contracting community and  
3 the Mojave Water Agency.

4 SECTION 10: SEPTIC TANK PUMPING FEES:

5 Agency shall establish, levy and collect fees from persons  
6 discharging septic tank pumpings directly into the regional waste-  
7 water treatment facility. The revenues shall be deposited and  
8 credited as funds of I.D. No. 1. The charge shall be reviewed and  
9 set by Agency each year as a part of the annual budget considera-  
10 tion for I.D. No. 1.

11 SECTION 11: SALE OF TREATED EFFLUENT AND BYPRODUCTS:

12 Agency may sell treated effluent and byproducts at prices  
13 which shall both encourage the reclamation and reuse of said  
14 products and provide additional revenues. The revenues from  
15 said sales shall be deposited and credited as funds of I.D.  
16 No. 1. The said charges or prices for treated effluent and by-  
17 products shall be reviewed by the Agency and the RWSMAC annually  
18 as a part of the consideration of the annual budget of I.D. No. 1.

19 SECTION 12: O & M USER CHARGE FOR REGIONAL WASTEWATER  
20 SYSTEM:

21 Agency shall levy and collect a user charge from each parti-  
22 cipating community which is connected to and discharging waste-  
23 water into the regional wastewater system, said charge to be based  
24 on the volume and quality of the wastewater delivered by the com-  
25 munity into the regional wastewater system as described in this  
26 Section and Section 13 of this agreement.

27 The total user charges to be levied for a fiscal year on all  
28 communities connected to the regional wastewater system shall be

1 computed by the Agency each year and reviewed by the RWSMAC by  
 2 March 1 preceding the next fiscal year. These charges will be  
 3 computed by determining the estimated total Agency costs for op  
 4 eration and maintenance of the regional wastewater system for the  
 5 next fiscal year and deducting therefrom revenues estimated from  
 6 charges collected for the discharge of septic tank wastes into the  
 7 regional system and from sales of treated effluent or byproducts.

8 The calculation of the O & M portion of total user charges  
 9 to be levied can be illustrated by the following formula:

$$\begin{array}{rcl}
 \text{Total O \& M User Charges} & & \\
 \text{Estimated} & & \\
 \text{to be levied} & & \\
 \text{On All Communities} & = & \text{Total Estimated Agency} \\
 \text{Connected to Regional} & & \text{Operation \& Maintenance} \\
 \text{System in Coming Year} & & \text{Costs for Coming Year} \\
 \text{in dollars} & & \text{in dollars} \\
 & & \text{minus} \\
 & & \text{Estimated Revenues} \\
 & & \text{from Discharge of} \\
 & & \text{Septic Tank Pumpings} \\
 & & \text{and Sale of Effluent} \\
 & & \text{and Byproducts} \\
 & & \text{in dollars}
 \end{array}$$

15 The unit user charge for O & M of the regional facility is  
 16 the total estimated user charge, described above, divided by the  
 17 estimated number of million gallon increments of wastewater that  
 18 will be processed through the system in the following year. The  
 19 user charge will be expressed in dollars per million gallons.

20 Calculation of the unit user charge is illustrated by the  
 21 following formula:

$$\begin{array}{rcl}
 \text{Unit User Charge Expressed} & & \text{Total Estimated O \& M} \\
 \text{In Dollars for} & = & \text{User Charges in Dollars} \\
 \text{Million Gallons} & & \text{Total Estimated Volume of} \\
 & & \text{Flow Thru Treatment Plant} \\
 & & \text{in Coming Year in} \\
 & & \text{Millions of Gallons}
 \end{array}$$

26 The total user charges and unit user charge shall be estab-  
 27 lished annually, prior to March 1 preceding the next fiscal year,  
 28 based on the Agency's actual cost for the preceding 12-month

1 period and the estimate of costs and wastewater flows for the  
2 next 12-month period. The charges shall be computed by the Agency  
3 in accordance with generally accepted accounting practices and  
4 principles.

5 SECTION 13: QUALITY COMPONENT OF O & M USER CHARGE:

6 In the event that any community, including George AFB, con-  
7 sistently discharges wastewater to the Regional Wastewater System  
8 of a strength greater than 300 milligrams per liter of either  
9 BOD or suspended solids, or in such other components or character-  
10 istics as may be selected by the RWSMAC and the Agency, the Agency  
11 may, at its option [ after public hearing, revise the determina-  
12 tion of user charge as described in Section 12 to a multi-compon-  
13 ent rate which takes into account the strength or quality as well  
14 as the volume of wastewater delivered to the regional wastewater  
15 system. Such change in the user charge shall be reviewed by the  
16 RWSMAC and put into effect by the Agency at the beginning of the  
17 next billing period. The O & M user charge shall be designed to  
18 recover the costs to serve each community and be consistent with  
19 the SWRCB Revenue Program Guidelines.

20 SECTION 14: CAPITAL-RELATED PORTION OF USER CHARGE:

21 Agency must obtain from user charges, *ad valorem* tax levies  
22 and/or other charge mechanisms each year the minimum amount of  
23 capital recovery described in Section 1 under the definition of  
24 "WCRF" plus interest expense associated with outstanding indebted-  
25 ness of I.D. No. 1. A number of different mechanisms exist by  
26 which it is possible to obtain this capital-related cash require-  
27 ment of the Regional Wastewater System.

28 *Ad valorem* taxes levied upon the assessed valuation within

1 I.D. No. 1 may be used to repay the debt service of the outstand-  
2 ing bonded indebtedness of I.D. No. 1 in accordance with legal re-  
3 quirements and restrictions. Other mechanisms must be utilized to  
4 recover each year the difference, if any, between the minimum  
5 capital recovery amount of the Regional Wastewater System as de-  
6 fined in the first sentence of Section 14 and that portion of *ad*  
7 *valorem* taxes collected for the repayment of debt principal.

8 The following mechanisms may be available to the Agency for  
9 recovery of such additional capital-related cash flow requirements  
10 of the Regional Wastewater System which are required in addition  
11 to the *ad valorem* tax levy on the assessed value of property  
12 located within I.D. No. 1:

13 (1) An immediate service availability charge may be  
14 levied on those properties for which capacity  
15 has been provided within the Regional Wastewater  
16 System. The immediate service availability  
17 charge shall be proportional to the service  
18 available to the property being assessed and  
19 consistent with SWRCB Revenue Program Guidelines.

20 (2) A capital-related portion of the user charge may  
21 be obtained from the communities proportional to  
22 their use of capacity. If it is ascertained  
23 that strength of discharge of BOD and SS from  
24 each of the communities is consistently less  
25 than 300 mg/l for both BOD and SS, and if sub-  
26 stantially all discharges to the Regional Waste-  
27 water System are nonindustrial in character,  
28 then the capital-related portion of the user

1 charge may be allocated to the communities  
2 proportional to flow, analogous to the alloca-  
3 tion procedure specified in Section 12.  
4 If, because of high strengths or industrial  
5 nature of discharges, or because of substantial  
6 variations within the peaking characteristics  
7 of discharges between the communities, or be-  
8 cause of other requirements which may be speci-  
9 fied by the SWRCB it becomes necessary to allo-  
10 cate the capital-related portion of user charges  
11 in a manner different than that specified within  
12 Section 12, then a procedure for allocation  
13 pursuant to the requirements of the SWRCB  
14 Revenue Program Guidelines will be developed.  
15 The Regional Wastewater System Management  
16 Advisory Committee shall recommend, and the  
17 Agency shall, after public hearing, revise  
18 the method of allocation of the capital-related  
19 portion of user charges from that specified in  
20 Section 12 to a multi-component rate which takes  
21 into account strength or quality of discharge,  
22 the industrial nature of the discharges as  
23 applicable to meet the legal requirements of  
24 the SWRCB Revenue Program Guidelines. Such  
25 change in the user charge shall be put in  
26 effect by the Agency at the beginning of the  
27 next billing period.

28 (3) If the option becomes legally available, an

1           *ad valorem* tax may be levied upon all taxable  
2           property, excluding personal property, within  
3           I.D. No. 1. If required by the SWRCB, an  
4           equalization procedure shall be established  
5           such that funds are obtained from or returned  
6           to, as the case may be, individual dischargers  
7           such that net revenue to be obtained from this  
8           *ad valorem* tax levy shall be reasonably pro-  
9           portional to expected discharges during the taxable  
10          year of the levy.

11          The method of recovery of the capital-related portion of the  
12          user charge, as required, shall be recommended by the Regional  
13          Wastewater System Management Advisory Committee and the Agency  
14          shall adopt a method of their choice which obtains the cost to  
15          serve from each of the communities and is consistent with the  
16          SWRCB Revenue Program Guidelines.

17           SECTION 15: BILLING PERIOD FOR USER CHARGE:

18          The billing period for Agency shall be quarterly; bills  
19          will be presented on the first day of January, April, July and  
20          October, respectively, and Communities shall pay the user charge  
21          to Agency not later than thirty (30) days after billing date,  
22          and if not paid in that time shall be considered delinquent.

23          Payments that are more than thirty (30) days past due  
24          will be charged late charges at the rate of 8 percent per annum  
25          on the unpaid principal balance.

26           SECTION 16: EXTRAORDINARY COSTS OF OPERATION & MAINTENANCE:

27          In the event a contracting community delivers or discharges  
28          a substance, chemical or wastewater whose characteristics are

1 such that it causes a disruption of the wastewater treatment pro-  
2 cess or causes damage to the facilities, the contracting commun-  
3 shall pay the reasonable and necessary costs including any fines  
4 for improper discharges which may be levied on the Regional  
5 Wastewater System over and above the ordinary costs of operation  
6 and maintenance that would be required to restore the facilities  
7 and maintain them in proper operating condition.

8       SECTION 17:   QUALITY OF WASTEWATER DISCHARGED INTO  
9                    REGIONAL WASTEWATER SYSTEM

10       Agency will adopt a waste source control regulation restrict-  
11 ing and controlling the quality of wastewater being discharged  
12 into the regional wastewater system. The contracting community  
13 agrees to monitor and control the quality of wastewaters being  
14 discharged into the community sewer system so as to insure  
15 compliance with said regulation.

16       If the wastewater discharged by the contracting community  
17 to the regional wastewater system does not comply with provisions  
18 of the regulation thereby causing the Agency to be in violation  
19 of its waste discharge requirements as established by the appro-  
20 priate State and Federal authorities, the contracting community  
21 shall be liable and shall pay for its equitable share of any  
22 costs incurred by the Agency for such violation, including any  
23 civil fines or penalties, or cleanup costs which may be imposed  
24 on the Agency for such violation.

25       The quality criteria established in the said proposed waste  
26 source control regulation may be amended from time to time, pro-  
27 vided that such modifications shall be applicable throughout the  
28 area served by the regional wastewater system.



1 occurrence.

2 A majority of the RWSMAC shall constitute a quorum for the  
3 transaction of the affairs of the Committee. Action taken by an  
4 affirmative vote of a majority of the Committee shall constitute  
5 action by the Committee.

6 At its first meeting, and thereafter at its first meeting of  
7 each calendar year, the RWSMAC shall elect a chairman and vice-  
8 chairman from its members. It shall also select a secretary and  
9 such other officers as it may wish to assist in its functioning.

10 Minutes of all Committee meetings shall be kept and draft  
11 copies thereof shall be mailed or otherwise furnished to any  
12 person who files a request in writing with the Committee. The  
13 copies of the minutes shall constitute notice of any Committee  
14 action therein reported, and failure to request copies thereof  
15 shall constitute waiver of notice.

16 The Committee shall hold regular meetings at a place and  
17 time to be specified in the rules to be adopted by the Committee.  
18 Notice of regular meetings of the Committee shall be mailed to  
19 all persons who shall have filed a request therefor with the  
20 Committee.

21 Special meetings of the Committee may be called at any time  
22 by the Chairman or by a majority of the members of the Committee  
23 by delivering a written notice either personally or by mail to  
24 each member of the Committee, news media and to each person  
25 requesting such notice, at least 24 hours before the time of each  
26 such meeting.

27 In addition to providing the Agency with general assistance  
28 regarding the planning, administering, operating and maintaining

1 the regional wastewater system, the Regional Wastewater System  
2 Management Advisory Committee shall have the following responsi-  
3 bilities:

4 A. Each year review and make appropriate recommendations  
5 to the Agency regarding the estimated total operation and main-  
6 tenance costs and estimated revenues expected from septic tank  
7 pumping discharges and sales of treated effluent and byproducts.

8 B. Review and make recommendations concerning any pro-  
9 posed changes to the system of operation and maintenance user  
10 charges.

11 C. Recommend to Agency for its consideration the method of  
12 recovery for the capital-related portion of the user charges.

13 D. Select annually an independent certified public account-  
14 ant for the purpose of conducting an audit of I.D. No. 1.

15 E. Pursuant to the Agency policy stated in Resolution No.  
16 282-75, develop in cooperation with the Agency the objectives and  
17 scope of work for a management study of the regional wastewater  
18 system including the selection of a consultant to conduct the  
19 study, guidance to the consultant during the conduct of the  
20 study and recommendations to the Agency regarding the future man-  
21 agement of the regional system. The study shall be completed  
22 within two years of the startup of the wastewater treatment plant.

23 SECTION 19: DELIVERY POINTS:

24 The contracting community shall collect and deliver waste-  
25 water from its community sewer system to the regional wastewater  
26 system at the delivery point described in Exhibit "B" attached  
27 hereto and made a part hereof. Agency shall receive said waste-  
28 water into its regional system at that point, and for treatment

1 and disposal.

2 SECTION 20: MEASUREMENT OF FLOW:

3 A. Agency shall measure, record and/or sample all waste-  
4 water delivered into the regional wastewater system by all con-  
5 tracting communities, and shall maintain accurate and complete  
6 records of its measurement and/or sampling program.

7 The Agency shall purchase, maintain, calibrate and operate  
8 at its expense, all flow measuring devices and equipment. Said  
9 flow measuring devices and equipment shall be of sufficient capa-  
10 city to measure the quantity of wastewater contemplated by this  
11 agreement and shall be of type and quality agreed upon by parties  
12 hereto.

13 B. Metering Schedule for VSD, CSA No. 64 and George AFB:

14 At a minimum, wastewater flows from VSD, CSA No. 64 and  
15 George AFB shall be metered on four separate occasions during  
16 year; each flow measuring period shall be for a duration of seven  
17 (7) continuous days. Wastewater flows from each community, how-  
18 ever, do not have to be measured concurrently. Wastewater flows  
19 shall be measured during dry weather at some time during the  
20 months specified in the following schedule:

21 VSD and CSA No. 64 - March, June, September, and December

22 George AFB - February, May, August and November

23 The average wastewater flow measured during the four week period  
24 shall be determined by the Agency for each community and the ratio  
25 of these computed average daily flows (in mgd) shall be used in  
26 accordance with the provisions of Sections 12 and 13 in calculating  
27 the O & M user charges.

28 C. Meter Test: Agency shall inspect and test the flow

1 meters, at intervals of no longer than one (1) year. On written  
2 request of the contracting community, the Agency and the contract-  
3 ing community representative shall make additional tests  
4 of any or all meters at the delivery point. The cost of such  
5 additional tests shall be borne by the community if the percentage  
6 error is found to be not more than five (5) percent slow or fast.

7 SECTION 21: MUTUAL RIGHTS OF ENTRY AND INSPECTION:

8 The Agency and the contracting Community each agree that the  
9 other shall be allowed to enter onto the property of the other,  
10 and may inspect the facilities and operation of the regional  
11 wastewater system and the contracting communities' collector  
12 systems and the records of operation and maintenance of each of  
13 them at reasonable times.

14 SECTION 22: RECORDS AND ACCOUNTS:

15 The Agency shall keep proper records and accounts in which  
16 complete and correct entries shall be made of all costs and ex-  
17 penses and receipts and disbursements relating to the acquisition,  
18 construction, administration, operation, maintenance, repair and  
19 replacement of the regional wastewater system and I. D. No. 1 and  
20 its annexations. Said records and accounts shall be subject to  
21 inspection by any duly authorized representative of the contract-  
22 ing Community upon written request.

23 The records and accounts shall be audited annually by an  
24 independent certified public accountant appointed by the Agency,  
25 and a copy of the report of such accountant or accountants shall  
26 be furnished to the contracting Communities.

27 The Agency shall make an annual report of all the finances  
28 relating to receipts, disbursements and balances relating to the

1 regional wastewater system and I.D. No. 1 as well as its annex  
2 tions and furnish a copy to the contracting Communities. The  
3 expense of the audit and report and all normal record keeping and  
4 accounting shall be a cost of operation of the regional wastewater  
5 system.

6 SECTION 23: INSURANCE:

7 Agency shall carry and maintain, with responsible insurers,  
8 insurance against loss or damage to the facilities of the regional  
9 wastewater system, in amounts and character as said insurance is  
10 customarily maintained with respect to works of like character.  
11 Agency shall also carry and maintain with responsible insurers,  
12 workmen's compensation insurance and insurance against public  
13 liability and property damage as may relate to or develop from  
14 the regional wastewater system.

15 The premiums on all such insurance relating to the regional  
16 wastewater system shall be part of the operation and maintenance  
17 expense of said system.

18 Certificates of insurance shall be delivered to the con-  
19 tracting Communities upon request.

20 SECTION 24: NOTICE:

21 Notices authorized or required to be given by any provision  
22 of this agreement shall be deemed to have been given upon delivery  
23 or upon deposit in the mails.

24 Notice shall be given to the parties by delivery or mailing  
25 to the following officers of the parties at the following address:

26 AGENCY: Secretary, Mojave Water Agency  
27 16849 "D" Street  
28 Victorville, California 92392

1 COMMUNITY:  
2  
3  
4  
5  
6  
7

8 At any time, a party may give written notice to the other  
9 party of a change in the designated officer or his address.

10 SECTION 25: SEVERABILITY OR PARTIAL INVALIDITY:

11 The invalidity of any provision of this service agreement  
12 that does not operate in substantial derogation of its terms, shall  
13 not affect the validity of the remainder thereof.

14 SECTION 26: AMENDMENTS TO THE SERVICE AGREEMENT:

15 The Agency realizes that concerning the regional wastewater  
16 concept, there are unusual, unique and extraordinary situations  
17 that may occur which are peculiar to the separate communities  
18 that will be contractors of the regional wastewater system.  
19 With respect to specific conditions or situations that may occur,  
20 the Agency and the respective contracting community may nego-  
21 tiate to resolve any conflicts and to amend the service agreement  
22 to satisfy the special requirements of any particular contracting  
23 community and the Mojave Water Agency.

24 Any such amendment must be equitable to the entire I.D.  
25 No. 1 and will not favor any entity over another and must be in  
26 compliance with the Fair and Equitable clause, incorporated  
27 herein as Exhibit "A", State of California Grant Contract,  
28 paragraph 13 (f).

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This agreement shall not be binding upon any party if the Agency is unable to comply with any state or federal contractual condition or requirement in addition to those now provided for herein.

SIGNATURES

Approved as to form and execution:

Edward F. Taylor  
Edward F. Taylor, Counsel  
for Mojave Water Agency

Date: NOV 29, 1976

MOJAVE WATER AGENCY

By: Glenn B. Gaines  
Glenn B. Gaines, Preside

Date: NOV 29, 1976

VICTORVILLE SANITARY DISTRICT

By: Robert O'Day  
Robert O'Day, President of  
the Board of Directors of  
Victorville Sanitary District

Date: Nov 17, 1976

CITY OF VICTORVILLE

By: Humberto Lago  
Humberto Lago, Mayor  
City of Victorville

Date: December 6, 1976

1 This agreement shall not be binding upon any party if the  
 2 Agency is unable to comply with any state or federal contractual  
 3 condition or requirement in addition to those now provided for  
 4 herein.

5 SIGNATURES

7 Approved as to form and execution:

8 *Edward F. Taylor*

9 Edward F. Taylor, Counsel  
10 for Mojave Water Agency

11 Date: Nov. 29, 1976

MOJAVE WATER AGENCY

By: *Glenn R. Gaines*  
Glenn R. Gaines, Preside

Date: NOV 29, 1976

COUNTY SERVICE AREA 42

By: *Dennis Hansberger*  
Dennis Hansberger, Chairman  
of the Board of Supervisors  
of San Bernardino County  
acting in its capacity as  
the governing body of County  
Service Area 42.

Date: DEC 20 1976

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This agreement shall not be binding upon any party if the Agency is unable to comply with any state or federal contractual condition or requirement in addition to those now provided for herein.

SIGNATURES

Approved as to form and execution:

Edward F. Taylor  
Edward F. Taylor, Counsel  
for Mojave Water Agency

Date: Nov 29, 1976

MOJAVE WATER AGENCY

By: Glenn R. Gaines  
Glenn R. Gaines, Preside

Date: Nov 29, 1976

HESPERIA COUNTY WATER DIST

By: George L. Stone

Date: 12-1-76

1 This agreement shall not be binding upon any party if the  
2 Agency is unable to comply with any state or federal contractual  
3 condition or requirement in addition to those now provided for  
4 herein.

5 SIGNATURES

7 Approved as to form and  
8 execution:

9 *Edward F. Taylor*

10 Edward F. Taylor, Counsel  
for Mojave Water Agency

11 Date: NOV 29, 1976

MOJAVE WATER AGENCY

By: *Glenn R. Gaines*  
Glenn R. Gaines, Preside

Date: NOV 29, 1976

16 CITY OF ADELANTO

18 By: *Joan T. Robinson*  
Joan T. Robinson, Mayor  
City of Adelanto

19 *Dec 9, 1976*

21 ATTEST:

22 *Steve Croppsey*  
23 Steve Croppsey, Deputy City Clerk  
24 City of Adelanto

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SIGNATURES:

Joan T. Robinson  
Joan T. Robinson  
Mayor, City of Adelanto

Hastell F. Hollis  
Hastell F. Hollis  
Councilman, City of Adelanto

Jerry D. Long  
Jerry D. Long  
Councilman, City of Adelanto

EXHIBIT "C-1"

LEGAL DESCRIPTION - ADELANTO



1           Legal description of a portion of Mojave Water Agency Im-  
2           provement District No. 1 known as the entity of Adelanto.

3  
4           Beginning at the Northwest corner of Section 13, Township  
5           6 North, Range 6 West, San Bernardino Base and Meridian and  
6           proceeding along the North section line of Section 13, T6N, R6W,  
7           SBB & M and Sections 18, 17, 16 and 15 of T6N, R5W, SBB & M  
8           to a point being 529 feet East of the half-section line of  
9           Section 15, T6N, R5W, SBB & M; and

10  
11           Thence proceeding in a Southerly direction  $174^{\circ}, 59'$   
12           from true North to a point 537 feet East of the half-section  
13           line of Section 15, T6N, R5W, SBB & M; and

14  
15           Thence proceeding Westerly along the South section line  
16           of Section 15, T6N, R5W, SBB & M to the Northeast corner of  
17           Section 21, T6N, R5W, SBB & M; and

18  
19           Thence proceeding Southerly along the East section line  
20           of Sections 21 and 28, T6N, R5W, SBB & M to the Northeast corner  
21           of the Southeast quarter of section 28, T6N, R5W, SBB & M; and

22  
23           Thence proceeding Easterly along the half-section line of  
24           Section 27, T6N, R5W, SBB & M to the East section line of said  
25           Section 27, T6N, R5W, SBB & M; and

26  
27           Thence proceeding Southerly along the East section line  
28           of Section 27, T6N, R5W, SBB & M to the Southeast corner of

1 said Section 27, T6N, R5W, SBB & M; and

2

3 Thence proceeding Easterly along the North section line  
4 of Section 35, T6N, R5W, SBB & M to the half-section line of  
5 said Section 35, T6N, R5W, SBB & M; and

6

7 Thence Southerly along the half-section line of Section  
8 35, T6N, R5W, SBB & M to the South section line of said Section  
9 35, T6N, R5W, SBB & M; and

10

11 Thence proceeding Easterly along the North section line  
12 of Section 2, T5N, R5W, SBB & M to the Northeast corner of said  
13 Section 2, T5N, R5W, SBB & M; and

14

15 Thence proceeding Southerly along the East section line  
16 of Section 2, T5N, R5W, SBB & M to the Southeast corner of said  
17 Section 2, T5N, R5W, SBB & M; and

18

19 Thence proceeding Westerly along the South section line  
20 of Sections 2, 3, 4, 5 and 6 of T5N, R5W, SBB & M and Section 1  
21 of T5N, R6W, SBB & M to the Southwest corner of said Section 1,  
22 T5N, R6W, SBB & M; and

23

24 Thence proceeding Northerly along the West section line  
25 of Section 1, T5N, R6W, SBB & M to the Northwest corner of said  
26 Section 1, T5N, R6W, SBB & M; and

27

28 Thence proceeding Westerly along the South section line

1 of Section 36, T6N, R6W, SBB & M to the Southwest corner of said  
2 Section 36, T6N, R6W, SBB & M; and

3  
4 Thence proceeding Northerly along the West section line  
5 of Sections 36, 25, 24 and 13 of T6N, R6W, SBB & M to a point  
6 being the Northwest corner of Section 13, T6N, R6W, SBB & M,  
7 said point being the true point of beginning.

EXHIBIT "C-2"

LEGAL DESCRIPTION - APPLE VALLEY

1           Legal description of a portion of Mojave Water Agency Im-  
2           provement District No. 1 known as the entity of Apple Valley.

3  
4           Beginning at a point where the East section line of  
5           Section 35, Township 6 North, Range 4 West, San Bernardino Base &  
6           Meridian intersects the North section line of Section 1, T5N,  
7           R4W, SBB & M and proceeding Easterly along the North section  
8           line of said Section 1, T5N, R4W, SBB & M and Section 6, T5N,  
9           R3W, SBB & M to the Northeast corner of said Section 6, T5N,  
10          R3W, SBB & M;

11  
12          Thence Southerly along the East line of Section 6, T5N,  
13          R3W, SBB & M to the Southeast corner of said Section 6, T5N, R3W,  
14          SBB & M;

15  
16          Thence Easterly along the North line of Section 8, T5N,  
17          R3W, SBB & M to the Northeast corner of said Section 8, T5N, R3W,  
18          SBB & M;

19  
20          Thence Southerly along the East line of Section 8, T5N,  
21          R3W, SBB & M to the half-section line of said Section 8, T5N,  
22          R3W, SBB & M;

23  
24          Thence Southerly along the East line of Section 9, T5N,  
25          R3W, SBB & M to the Southeast corner of said Section 8, T5N, R3W,  
26          SBB & M;

27  
28          Thence Easterly along the North line of Section 15, T5N,

1 R3W, SBB & M to the Northeast corner of said Section 15, T5N,  
2 R3W, SBB & M;

3

4 Thence Southerly along the East line of Sections 15, 22,  
5 27 and 34, T5N, R3W, SBB & M to the Southeast corner of said  
6 Section 34, T5N, R3W, SBB & M;

7

8 Thence Westerly along the South section line of Sections  
9 34, 33, 32 and 31, T5N, R3W, SBB & M to the Southwest corner of  
10 said Section 31, T5N, R3W, SBB & M;

11

12 Thence Northerly along the West section line of Section 31,  
13 T5N, R3W, SBB & M to the Northwest corner of the Southwest  
14 quarter of said Section 31, T5N, R3W, SBB & M;

15

16 Thence Westerly along the half-section line of Section 36,  
17 T5N, R4W, SBB & M to the Southwest corner of the Southeast quarter  
18 of the Northeast quarter of said Section 36, T5N, R4W, SBB & M;

19

20 Thence Northerly along the quarter section line to the  
21 North section line of Section 36, T5N, R4W, SBB & M;

22

23 Thence Westerly along the North section line of Section  
24 36, T5N, R4W, SBB & M to the Southwest corner of the Southeast  
25 quarter of Section 25, T5N, R4W, SBB & M;

26

27 Thence Northerly along the half-section line of Section 25,  
28 T5N, R4W, SBB & M to the Northwest corner of the Northeast

1 quarter of said Section 25, T5N, R4W, SBB & M;

2  
3 Thence Westerly along the South section line of Section 24,  
4 T5N, R4W, SBB & M to a point where said section line intersects  
5 with the mid-course line of the Mojave River and;

6  
7 Thence proceeding in a North by Northwesterly direction  
8 along the mid-course line of the Mojave River to a point where  
9 said mid-course line intersects with the South section line of  
10 Section 10, T5N, R4W, SBB & M said point being further defined  
11 as the Southwest corner of the Southeast quarter of the Southeast  
12 quarter of said Section 10, T5N, R4W, SBB & M;

13  
14 Thence proceeding due North to the Northwest corner of  
15 the Southeast quarter of the Northeast quarter of Section 3,  
16 T5N, R4W, SBB & M;

17  
18 Thence proceeding Easterly along the North line of the  
19 Southeast quarter of the Northeast quarter to the West section  
20 line of Section 2, T5N, R4W, SBB & M;

21  
22 Thence proceeding Northerly along the West section line  
23 of Section 2, T5N, R4W, SBB & M to the Northwest corner of said  
24 Section 2, T5N, R4W, SBB & M;

25  
26 Thence Easterly along the North section line of Section 2,  
27 T5N, R4W, SBB & M to the half-section line of Section 35, T6N,  
28 R4W, SBB & M;

1           Thence Easterly along the half-section line of Section 35,  
2 T6N, R4W, SBB & M to the East section line of said Section 35  
3 T6N, R4W, SBB & M;

4  
5           Thence Southerly along the East section line of Section 35  
6 T6N, R4W, SBB & M to a point where said section line intersects  
7 with the North Section line of Section 1, T5N, R4W, SBB & M,  
8 said point being the true point of beginning.

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EXHIBIT "C-3"

LEGAL DESCRIPTION - GEORGE AIR FORCE BASE

1           Legal description of a portion of Moajve Water Agency Im-  
2 provement District No. 1 known as the entity of George A.F.B.

3  
4           Beginning at a point being 529 feet East of the half-  
5 section line of Section 15, T6N, R5W, SBB & M, thence proceeding  
6 in a Southerly direction 174°, 59' from true North to a point  
7 536 feet East of the half-section line of Section 15, T6N, R4W,  
8 SBB & M; and

9  
10           Thence proceeding Westerly along the North section line  
11 of Section 22, T6N, R5W, SBB & M to the Northwest corner of said  
12 Section 22, T6N, R5W, SBB & M; and

13  
14           Thence proceeding Southerly along the West section line  
15 of Sections 22 and 27, T6N, R5W, SBB & M to the Southwest corner  
16 of the Northwest quarter of said Section 27, T6N, R5W, SBB & M;  
17 and

18  
19           Thence proceeding Easterly along the half-section line of  
20 Section 27, T6N, R5W, SBB & M to the Northeast corner of the  
21 Southeast quarter of said Section 27, T6N, R5W, SBB & M; and

22  
23           Thence proceeding Southerly along the West section line  
24 of Section 26, T6N, R5W, SBB & M to the Southwest corner of said  
25 Section 26, T6N, R5W, SBB & M; and

26  
27           Thence proceeding Easterly along the South section line  
28 of Section 26, T6N, R5W, SBB & M to the Southeast corner of the

1 Southwest quarter of said Section 26, T6N, R5W, SBB & M; and

2  
3 Thence proceeding in a Southerly direction along the  
4 half-section line of Section 35, T6N, R5W, SBB & M to the South-  
5 west corner of the Southeast quarter of said Section 35, T6N,  
6 R5W, SBB & M; and

7  
8 Thence proceeding Easterly along the South Section line  
9 of Sections 35 and 36, T6N, R5W, SBB & M to the Southeast corner  
10 of said Section 36, T6N, R5W, SBB & M; and

11  
12 Thence proceeding Northerly along the East section line  
13 of Sections 36 and 25, T6N, R5W, SBB & M to the Northeast corner  
14 of said Section 25, T6N, R5W, SBB & M; and

15  
16 Thence proceeding Westerly along the North section line  
17 of Section 25, T6N, R5W, SBB & M to the Northwest corner of the  
18 Northeast quarter of said Section 25, T6N, R5W, SBB & M; and

19  
20 Thence proceeding Northerly along the half-section line  
21 of Sections 24 and 13, T6N, R5W, SBB & M to the center of Section  
22 13, T6N, R5W, SBB & M; and

23  
24 Thence proceeding Westerly along the half-section line of  
25 Sections 13 and 14, T6N, R5W, SBB & M to the center of Section  
26 14, T6N, R5W, SBB & M; and

27  
28 Thence proceeding Southerly along the half-section line

1 of Section 14, T6N, R5W, SBB & M to the Southwest corner of the  
2 Southeast quarter of said Section 14, T6N, R5W, SBB & M; and

3

4 Thence proceeding Westerly along the North section line  
5 of Section 23, T6N, R5W, SBB & M to the Northwest corner of  
6 said Section 23, T6N, R5W, SBB & M; and

7

8 Thence proceeding Northerly along the East section line  
9 of Section 15, T6N, R5W, SBB & M to the Northeast corner of said  
10 Section 15, T6N, R5W, SBB & M; and

11

12 Thence proceeding Westerly along the North section line  
13 of Section 15, T6N, R5W, SBB & M to a point being 529 feet  
14 Easterly of the Northwest corner of the Northeast corner of  
15 said Section 15, T6N, R5W, SBB & M, said point being the true  
16 point of beginning.

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EXHIBIT "C-4"

LEGAL DESCRIPTION - HESPERIA

1           Legal description of a portion of Mojave Water Agency  
2           Improvement District No. 1 known as the entity of Hesperia.

3  
4           Beginning at a point where the mid-course line of the  
5           Mojave River intersects the North section line of Section 1,  
6           Township 4 North, Range 4 West, San Bernardino Base and Meridian;

7  
8           Thence South-Southeasterly along the center line of the  
9           Mojave River to a point where said center line of the Mojave  
10          River meets with South line of Section 36, T4N, R4W, SBB & M;

11  
12          Thence Westerly along the south line of Sections 36 and  
13          35, T4N, R4W, SBB & M to the Southwest corner of said Section 35,  
14          T4N, R4W, SBB & M;

15  
16          Thence Southerly along the east line of Section 3, T3N,  
17          R4W, SBB & M to the Southeast corner of said Section 3, T3N, R4W,  
18          SBB & M;

19  
20          Thence Westerly along the south line of Sections 3, 4,  
21          5 and 6 of T3N, R4W, SBB & M to the Southwest corner of said  
22          Section 6, T3N, R4W, SBB & M;

23  
24          Thence Northerly along the west line of Section 6, T3N,  
25          R4W, SBB & M to the Northwest corner of said Section 6, T3N,  
26          R4W, SBB & M;

27  
28          Thence Westerly along the south line of Sections 36, 35

1 34 and 33, T4N, R5W, SBB & M to a point where the South line  
2 of said Section 33 meets the center line of Interstate Highway 15  
3

4 Thence North-Northeasterly along the center line of Inter-  
5 state Highway 15 to a point where said center line meets the  
6 south line of Section 31, T5N, R4W, SBB & M;  
7

8 Thence Easterly along the north section line of Sections  
9 6, 5, 4, 3, 2 and 1, T4N, R4W, SBB & M to a point where said  
10 north section line intersects the mid-course line of the Mojave  
11 River, said point being the true point of beginning.  
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1           Legal description of a portion of Mojave Water Agency T  
2 provement District No. 1 known as the entity of Oro Grande.

3  
4           Beginning at the Northwest corner of Section 14, Township  
5 6 North, Range 5 West, San Bernardino Base and Meridian and  
6 proceeding along the North section line of Sections 14 and 13  
7 of T6N, R5W, SBB & M and Section 18 of T6N, R4W, SBB & M to  
8 the Northeast corner of said Section 18, T6N, R4W, SBB & M; and  
9

10           Thence proceeding Southerly along the East section line of  
11 Sections 18 and 19, T6N, R4W, SBB & M to the Southeast corner  
12 of said Section 19, T6N, R4W, SBB & M; and  
13

14           Thence proceeding Westerly along the South section line  
15 of Section 19, T6N, R4W, SBB & M and Section 24, T6N, R5W, SBB & M  
16 to the half-section line of said Section 24, T6N, R5W, SBB & M;  
17 and  
18

19           Thence proceeding Northerly along the half-section line  
20 of Sections 24 and 13, T6N, R5W, SBB & M to the center of said  
21 Section 13, T6N, R5W, SBB & M; and  
22

23           Thence proceeding Westerly along the half-section line  
24 of Sections 13 and 14, T6N, R5W, SBB & M to the center of Section  
25 14, T6N, R5W, SBB & M; and  
26

27           Thence proceeding Southerly along the half-section line  
28 of Section 14, T6N, R5W, SBB & M to the South section line

EXHIBIT "C-5"

LEGAL DESCRIPTION - ORO GRANDE

1 of said Section 14, T6N, R5W, SBB & M; and

2

3 Thence proceeding Westerly along the South section line  
4 of Section 14, T6N, R5W, SBB & M to the Southwest corner of said  
5 Section 14, T6N, R5W, SBB & M; and

6

7 Thence proceeding Northerly along the West section line  
8 of Section 14, T6N, R5W, SBB & M to a point being the Northwest  
9 corner of said Section 14, T6N, R5W, SBB & M, said point being  
10 the true point of beginning.

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EXHIBIT "C-6"

LEGAL DESCRIPTION - VICTORVILLE

1           Legal description of a portion of Mojave Water Agency I  
2 provement District No. 1 known as the entity of Victorville.

3  
4           Beginning at the Southeast corner of Section 36, Township  
5 5 North, Range 4 West, San Bernardino Base and Meridian and  
6 proceeding Westerly along the South section line of Sections  
7 36, 35, 34, 33, 32 and 31 of T5N, R4W, SBB & M and Section 36  
8 of T5N, R5W, SBB & M to the Southwest corner of said Section 36,  
9 T5N, R5W, SBB & M; and

10  
11           Thence proceeding Northerly along the West section line  
12 of Section 36, T5N, R5W, SBB & M to the Northwest corner of  
13 said Section 36, T5N, R5W, SBB & M; and

14  
15           Thence proceeding Westerly along the South section line  
16 of Section 26, T5N, R5W, SBB & M to the Southwest corner of said  
17 Section 26, T5N, R5W, SBB & M; and

18  
19           Thence proceeding Northerly along the West section line  
20 of Section 26, T5N, R5W, SBB & M to the Northwest corner of the  
21 Southwest quarter of said Section 26, T5N, R5W, SBB & M; and

22  
23           Thence proceeding Westerly along the half-section line of  
24 Section 27, T5N, R5W, SBB & M to the West section line of said  
25 Section 27, T5N, R5W, SBB & M; and

26  
27           Thence proceeding Northerly along the West section line  
28 of Sections 27, 22, 15 and 10 of T5N, R5W, SBB & M to the

1 Northwest corner of said Section 10, T5N, R5W, SBB & M; and

2

3 Thence proceeding Easterly along the North section line  
4 of Sections 10 and 11, T5N, R5W, SBB & M to the Northeast  
5 corner of said Section 11, T5N, R5W, SBB & M; and

6

7 Thence proceeding Northerly along the West section line  
8 of Section 1, T5N, R5W, SBB & M to the Northwest corner of said  
9 Section 1, T5N, R5W, SBB & M; and

10

11 Thence proceeding Easterly along the North section line  
12 of Section 1; T5N, R5W, SBB & M to the Northeast corner of said  
13 Section 1, T5N, R5W, SBB & M; and

14

15 Thence proceeding Northerly along the West section line  
16 of Sections 31 and 30 of T6N, R4W, SBB & M to the Northwest corner  
17 of said Section 30, T6N, R4W, SBB & M; and

18

19 Thence proceeding Easterly along the North section line  
20 of Sections 30, 29, 28, 27 and 26 of T6N, R4W, SBB & M to the  
21 Northeast corner of said Section 26, T6N, R4W, SBB & M; and

22

23 Thence proceeding Southerly along the East section line  
24 of Sections 26 and 35, T6N, R4W, SBB & M to the Southeast corner  
25 of the Northeast quarter of said Section 35, T6N, R4W, SBB & M; ar

26

27 Thence proceeding Westerly along the half-section line  
28 of Section 35, T6N, R4W, SBB & M to the center of said

1 Section 35, T6N, R4W, SBB & M; and

2  
3 Thence proceeding Southerly along the half-section line  
4 of Section 35, T6N, R4W, SBB & M to the South section line of  
5 said Section 35, T6N, R4W, SBB & M; and

6  
7 Thence proceeding Westerly along the North section line  
8 of Section 2, T5N, R4W, SBB & M to the Northwest corner of said  
9 Section 2, T5N, R4W, SBB & M; and

10  
11 Thence proceeding South along the East section line of  
12 Section 3, T5N, R4W, SBB & M to the Southeast corner of the  
13 Northeast quarter of the Northeast quarter of said Section 3,  
14 T5N, R4W, SBB & M; and

15  
16 Thence proceeding Westerly to the Southwest corner of the  
17 Northeast quarter of the Northeast quarter of Section 3, T5N,  
18 R4W, SBB & M; and

19  
20 Thence proceeding Southerly in a line being 1/4 mile  
21 West and parallel to the East section line of Sections 3 and 10,  
22 T5N, R4W, SBB & M to a point where said line intersects the  
23 mid-course line of the Mojave River, said point being further  
24 defined as the Southeast corner of the Southwest quarter of the  
25 Southeast quarter of Section 10, T5N, R4W, SBB & M; and

26  
27 Thence proceeding in a Southeasterly direction along  
28 the mid-course line of the Mojave River to a point where said

1 mid-course line intersects the North section line of Section 25,  
2 T5N, R4W, SBB & M; and

3

4 Thence proceeding Easterly along the North section line  
5 of Section 25, T5N, R4W, SBB & M to the Northeast corner of the  
6 Northwest quarter of said Section 25, T5N, R4W, SBB & M; and

7

8 Thence proceeding Southerly along the half-section line  
9 of Section 25, T5N, R4W, SBB & M to the Southeast corner of the  
10 Southwest quarter of said Section 25, T5N, R4W, SBB & M; and

11

12 Thence proceeding Easterly along the North section line  
13 of Section 36, T5N, R4W, SBB & M to the Northeast corner of the  
14 Northwest quarter of the Northeast quarter of Section 36, T5N,  
15 R4W, SBB & M; and

16

17 Thence proceeding Southerly to the Southeast corner of  
18 the Southwest quarter of the Northeast quarter of Section 36,  
19 T5N, R4W, SBB & M; and

20

21 Thence proceeding Easterly along the half-section line of  
22 Section 36, T5N, R4W, SBB & M to the Northeast corner of the  
23 Southeast quarter of said Section 36, T5N, R4W, SBB & M; and

24

25 Thence proceeding Southerly along the East section line  
26 of Section 36, T5N, R4W, SBB & M to the Southeast corner of said  
27 Section 36, T5N, R4W, SBB & M, said point being the true point  
28 of beginning.



AMENDMENT  
TO  
VICTOR VALLEY REGIONAL WASTEWATER  
SERVICE AGREEMENT

THIS AMENDMENT TO THE VICTOR VALLEY REGIONAL WASTEWATER SERVICE AGREEMENT ("Amendment") is made and entered into as of August 1, 2005, by and between the VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY ("Agency"), the CITY OF VICTORVILLE ("Victorville"), the CITY OF HESPERIA ("Hesperia"), the TOWN OF APPLE VALLEY ("Apple Valley"), and the COUNTY OF SAN BERNARDINO SERVICE AREAS #42 (ORO GRANDE) AND #64 (SPRING VALLEY LAKE) ("County Service Areas"). Victorville, Hesperia, Apple Valley and the County Service Areas are sometimes collectively referred to as the "Members Entities".

RECITALS

WHEREAS, Agency and Member Entities are the current parties to that certain Victor Valley Regional Wastewater Service Agreement dated November 23, 1976 ("Agreement"), and;

WHEREAS, Agency and Member Entities desire to amend the Agreement to extend the term thereof as necessary for the financing of certain necessary capital improvements.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties hereto agree as follows:

1. The definition of "Community" in the preamble to the Agreement is hereby revised to mean and refer to each of the Member Entities and the terms "Community" and "Member Entity" may be used interchangeably.

2. The definition of "Agency" in Section 1 of the Agreement is hereby revised to mean and refer to the Victor Valley Wastewater Reclamation Authority, a joint powers authority.

3. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 4:

"SECTION 4. TERM OF AGREEMENT: The term of this Agreement shall be perpetual, provided, however, that each Member Entity shall have the right to terminate this Agreement upon thirty (30) years written notice to Agency. Each Member Entity acknowledges and agrees that the foregoing notice period is reasonable and necessary to provide the Agency with an evergreen term of sufficient duration to facilitate the issuance of bonds used for improvement and expansion projects approved by the Agency."

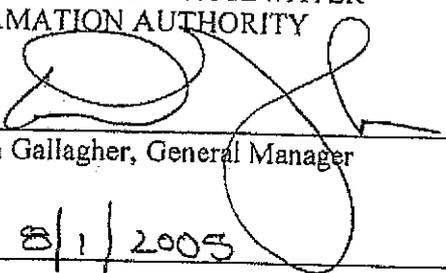
4. Except as specifically provided herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed, sealed, and delivered by Agency and the Member Entities effective as of the date first above written.

*[signature pages follow]*

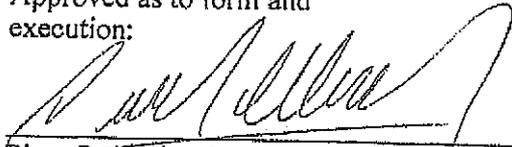
AGENCY SIGNATURE

VICTOR VALLEY WASTEWATER  
RECLAMATION AUTHORITY

By:   
Dan Gallagher, General Manager

Date: 8/1/2005

Approved as to form and  
execution:

  
Piero Dallarda of Best Best & Krieger LLP,  
Counsel for Agency

Date: 12/19/05

VICTORVILLE SIGNATURE

CITY OF VICTORVILLE

By: Mike Rothschild

Date: 11-3-05

Approved as to form and  
execution:

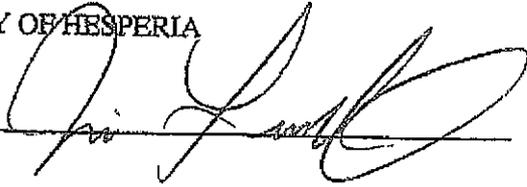
By: Maile Berube

Date: 11/2/05

HESPERIA SIGNATURE

CITY OF HESPERIA

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

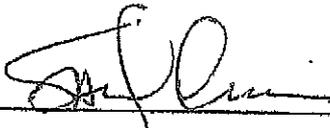
A large, stylized handwritten signature in black ink, written over a horizontal line.

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

09/13/2005

Approved as to form and  
execution:

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

A smaller, stylized handwritten signature in black ink, written over a horizontal line.

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

12-7-05

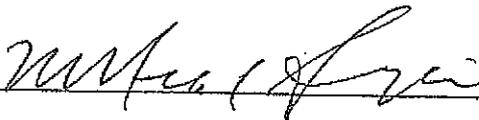
APPLE VALLEY SIGNATURE

TOWN OF APPLE VALLEY

By: 

Date: 12/14/05

Approved as to form and execution:

By: 

Date: 12/14/05

Special Districts  
Victor Valley Regional Wastewater Authority (VVRWA)  
CSA 42 Oro Grande and CSA 64 Spring Valley Lake and the  
Victor Valley Wastewater Reclamation Authority  
Agreement No. 76-809 A-1

ACCEPTED

COUNTY OF SAN BERNARDINO

  
\_\_\_\_\_  
Bill Postatus  
Chairman, Board of Supervisors

Date: JAN 31 2006

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
DENA M. SMITH,  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By   
\_\_\_\_\_  
Date JAN 31 2006

