

**BIG BEAR AREA REGIONAL WASTEWATER AGENCY
REGULAR MEETING**

January 23, 2008

at

4:30 p.m.

at

**121 Palomino Drive
Big Bear City, California**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Presentations and Introductions**
4. **Approval of the Agenda**
5. **Consent Calendar** – All matters listed on the Consent Calendar will be enacted by one motion at the appropriate time. There will be no separate discussion of these items. If detailed discussion is necessary, any Board Member may request that an item be removed from the Consent Calendar and considered separately.
 - A. Minutes of the Regular Meeting of November 28, 2007 – Approve
 - B. Governing Board Member Reimbursement – Approve
 - C. Authorization to Execute Agreement(s) for Mutual Aid with Member Agencies for the Purpose of Responding to Sewage Spills
6. **Items Removed From the Consent Calendar**
7. **Public Forum Response** – None
8. **Public Forum** – The Public Forum portion of the meeting is an opportunity for members of the public to directly address the Governing Board on matters within the jurisdiction of this Agency. Ordinance No. 57 limits individual public testimony to three minutes or less. The cumulative time that any individual may provide public testimony during a meeting is fifteen minutes and the public testimony shall be limited to thirty minutes for all speakers. Whenever a group of persons wishes to address the Board on the same item, the Chairman or the Board by majority vote may request a spokesperson be chosen for the group or limit the number of such persons addressing the Board. Since discussion of an item, not on the posted agenda is not allowed, these concerns will be addressed in a future meeting as soon as practicable under “Public Forum Response.”
9. **Old Business** – None
10. **New Business** – None
11. **Information/Committee Reports**
 - A. Plant Superintendent’s Report – Informational

- B. General Manager's Report – Informational
- C. Renewable Energy Committee – Informational, Discussion and direction
- D. Governing Board Member Comments – Informational

12. Closed Session

- A. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6
Title: Unrepresented Employee, General Manager

13. Adjournment

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in an Agency meeting or other services offered by the Agency, please contact Steven C. Schindler, the General Manager at (909) 584-4018. Notification at least 48 hours prior to the meeting or time when services are needed will assist the Agency staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the office of the Big Bear Area Regional Wastewater Agency and are available for public inspection. If you have questions regarding any agenda item, contact Steven C. Schindler at (909) 584-4018.

Visit www.bbarwa.org to view and/or print the Agenda Package

Upcoming Agenda Deadline: February 18, 2008 for the February 26, 2008 meeting

BIG BEAR AREA REGIONAL WASTEWATER AGENCY
Regular Meeting
November 28, 2007

1. Call to Order

A regular meeting of the Governing Board of the Big Bear Area Regional Wastewater Agency was held on Wednesday, November 28, 2007 at 4:30 p.m. at 121 Palomino Drive, Big Bear City, California.

Governing Board Members present: John Day, Dr. Don Eads, Liz Harris, Rick Herrick, and Rick Ollila

Governing Board Members absent: None

Other present: Darrell Mulvihill, City of Big Bear Lake; Bob Colven, Big Bear City Community Services District; Bob Ybarra and Walt Egget, Sugarloaf Property Owners Association; Steven Debaun, Best Best and Kreiger; Richard Gruber and Jesse Atkinson, DT Solar; Rick Lind, EN2 Resources, Inc.; Emil Schultz, Schulco LLC; Danielle Seckler, Bear Valley News.com, Brian Charles, The Grizzly and Luann Sellards citizen

Staff present: Bob Sellards, Senior Laboratory Analyst; Francis Hobbs, Operator I; Nancy Laughlin, Finance Manager; Joe Hanford, Plant Superintendent, and Steven C. Schindler, General Manager

2. Pledge of Allegiance

Chair Harris called the meeting to order at 4:30 p.m. with Director Herrick leading the Pledge of Allegiance.

3. Presentations and Introductions

A. Bob Sellards, Senior Laboratory Analyst, Recognition of 15 Years of Service

Mr. Schindler introduced Mr. Sellards, Senior Laboratory Analyst and gave the history of 15 years of employment with the Big Bear Area Regional Wastewater Agency. Chair Harris presented Mr. Sellards with service pin for 15 years of service and a certificate proclaiming his achievements.

4. Approval of the Agenda

Upon motion by Secretary Day, seconded by Vice-Chair Eads, and carried, the Governing Board approved the November 28, 2007 agenda.

AYES: 5
NAYS: 0
ABSENT: 0

5. Consent Calendar

The Governing Board reviewed items on the Consent Calendar. Upon motion by Vice-Chair Eads, seconded by Director Herrick, and carried, the Governing Board approved the consent calendar as follows:

- A. Minutes of the Special Meeting of October 24, 2007 – Approved
- B. Minutes of the Regular Meeting of October 24, 2007 – Approved
- C. Monthly Cash Disbursement for October 2007 - Informational
- D. Governing Board Member Reimbursement – Approved
- E. Investment Report and Sewer Connection Report for October 2007 – Informational
- F. Agency Credit Card Governing Board Policy #303 – Approved
- G. Disposal of Capital Asset; Dredge Equipment - Approved

AYES: 5
NAYS: 0
ABSENT: 0

6. Items Removed From the Consent Calendar – None

7. Public Forum Response – None

8. Public Forum

Department of Water and Power, City of Big Bear Lake had forwarded a letter to be read in response to agenda item 10.D. Chair Harris requested that the request be read during the discussion of agenda item 10.D.

9. Old Business – None

10. New Business

A. Capital Project A-4 Laboratory Equipment and Replacement; Laboratory Utility Cart

Mr. Schindler indicated that this Capital Project was included with the approval of the Operating Budget and Capital Projects for fiscal year ending June 30, 2008. During the approval process the Governing Board had requested that the Laboratory Utility Cart be forwarded for further discussion prior to the commencement of this project. Mr. Schindler introduced Mr. Hanford to answer any questions the Governing Board may have.

Chair Harris commented that the staff report pertaining to the Laboratory Utility Cart provided a clearer understanding for the need and cost associated with the purchase of the cart.

Secretary Day questioned if the equipment had all-wheel-drive and a snow plow. Mr. Hanford indicated that the cost for these options is included in the budgeted amount.

Upon motion by Secretary Day, seconded by Vice-Chair Eads, the Governing Board approved the amount and to proceed with the purchase the Laboratory Utility Cart.

AYES: 5
NAYS: 0
ABSENT: 0

B. Investigation Regarding the Feasibility and Resources Necessary to Line and Cover all Process, Storage and Holding Tanks/Ponds.

Mr. Schindler indicated that the investigation to line and cover the process, storage and holding tanks/ponds was a request as a result of the Strategic Planning Committee discussions. Mr. Schindler indicated that staff would require a Rainy Day Fund transfer to begin a feasibility study in the amount of \$50,000 – 80,000, as this study had not been previously approved with the Operating Budget fiscal year ending June 30, 2008.

Vice-Chair Eads questioned why cover at this time, as the ponds located at the Treatment Plant had been in place for over 30 years.

Director Ollila indicated that the trend of regulatory agencies have been to tighten regulations pertaining to the protection of water supply emergency containments. With the regulations becoming more restrictive it would be proactive and cost effective to begin the covering and lining of the process, storage and holding tanks/ponds.

Director Ollila indicated that by being proactive, this request could aid in alleviating the future restrictions, timeframes and criteria set forth by the regulatory agencies. Director Ollila concerns of the lining of the ponds relate to the response from Geoscience pertaining to the USGS report and the percentage of clay beneath Baldwin Lake is less than previously thought. The clay soil is a natural barrier for percolation of water into the aquifer; preventing possible contaminants to enter the aquifer.

Many questions were posed by the Governing Board pertaining to possible current contamination of the ground water, as many of the ponds of the Big Bear Area Regional Wastewater Agency could contribute to contamination and currently no evidence indicates this is the case.

Secretary Day indicated that proceeding at this time could be premature, as possible requirement criteria has not been set and we may not meet the actual criteria set forth.

Director Herrick indicated he had just attended the League of Cities conference and does concur with Mr. Ollila that many laws have been passed pertaining to clean water standards and this expenditure had not been previously approved and would like to continue to keep the Rainy Day Fund intact. Director Herrick concurred with Secretary Day that without actual standards in place the feasible study should be put on hold.

Chair Harris questioned if the Big Bear City Community Services District well located on the Treatment Plant property was in jeopardy or if any tests had been performed to indicate contamination is present in the water supply? Chair Harris requested to verify if actual problems

of contamination actually exists and if documentation could be obtained from Geoscience as to actual core samples and the likelihood of any containments reaching the aquifer.

Chair Harris indicated the cost to line all the Big Bear Area Regional Wastewater Ponds could cost millions and the documentation provided by Geoscience would aid in making a determination to proceed and the cost to obtain current available data would be minimal.

Secretary Day was interested in the percolation rate measurement. Mr. Schindler indicated that some testing from the 10-Million Gallon Emergency Storage Pond could be used to determine this measurement.

Chair Harris questioned the number of ponds that could be affected by this request. Mr. Schindler indicated that ponds are located at the Treatment Plant, Lake Pump Station and Lucerne Valley.

Chair Harris felt that the decision to proceed requires appropriate information be available and a workshop be scheduled to discuss further to ensure an informed decision is made.

Director Ollila asked that Mr. Schindler work in conjunction with consultants and gather information pertaining to this matter.

All Board members concurred with Chair Harris, Vice-Chair Eads requested that the information be forwarded to the Board members prior to the workshop to ensure a clear understanding of the need to line and cover the process, storage and holding tanks/ponds.

C. Meeting Schedule December 2007 through March 2008

Mr. Schindler indicated the need to clarify the adjournment or scheduling of meetings for the period of December 2007 – March 2008, the following is the meetings for this period:

- December 3, 2007 – Cannibal Solids Reduction Process Dedication
- December 26, 2007 – Adjourn Regular Meeting
- January 8, 2008 – Budget Planning Workshop, 10:00 a.m.
- January 30, 2008 – Discussion of Feasibility and Resources Necessary to Line and Cover all Process, Storage and Holding Tanks/Ponds, 10:00 a.m.
- February 27, 2008 – Regular Meeting, 4:30 p.m.
- March 12, 2008 – Budget Workshop, 9:00 a.m., lunch will be provided
- March 26, 2008 – Regular Meeting, 4:30 p.m.

D. Third Party Request to Obtain a Land Lease at Lucerne Valley Disposal Site for a Solar Energy Project and a Request for Inspection, Measurements and Testing of the Outfall Line

Mr. Schindler informed the Governing Board that he had received two third party requests for assistance as Bear Valley Electric, Inc. investigates various options to comply with the state mandated requirement to provide 20% of their energy through renewable source by 2010. Tonight the interest parties are available to discuss the proposed projects and answer any questions that the Governing Board may have.

Mr. Schindler introduced Mr. Gruber and Mr. Atkinson of DT Solar to present their proposal to enter into a lease agreement for a portion of the property located at the Lucerne Valley disposal site to construct a solar photovoltaic energy project.

Mr. Gruber of DT Solar gave a brief history of how they were chosen by Bear Valley Electric, Inc. for the possible construction of a solar energy plant. Mr. Gruber indicated that the project requires approximately 125 to 175 acres and will provide energy for approximately 20 years, which would begin in late 2010. The initial facility will produce over 30,000 megawatt hours of clean energy and renewable energy credit annually. The Lucerne Valley disposal site is being considered as an option to construct the solar energy plant and that two parties are interested in receiving the energy produced by the plant. One of the interested parties would use the energy during the summer months, while the Big Bear Valley would reap the benefits during the winter months.

Chair Harris indicated that no actual decision could be made tonight as to the request. Chair Harris indicated that she had appointed Vice-Chair Eads and Director Herrick to an Ad-hoc Renewable Energy Committee to do the actual handwork for the proposed project.

Many questions were posed by the Governing Board, the Ad-hoc committee members and Mr. Schindler agreed to met and schedule a conference call to address concerns and questions.

Mr. Schindler introduced Mr. Rick Lind, EN2 Resources, Inc. to present their proposal to inspect, take measurements and testing of the Lucerne Valley Outfall Pipeline for the possible construction of a hydroelectric generation project.

Mr. Lind indicated that the requests are to evaluate the integrity of the outfall pipeline for the possible hydroelectric generation project. Mr. Lind indicated that the testing would be performed in phases: visual observation of air values and pipeline; electric resistant testing; ultra sound for specific measurements, and pressure testing, all costs associated with the testing would be reimbursed by Bear Valley Electric, Inc. Mr. Lind indicated that two locations are being considered for the generation plant: Mitsubishi property and the re-regulating reservoir located at the Lucerne Valley disposal site.

Mr. Lind stressed the need to begin the phases of testing to ensure the Bear Valley Electric, Inc. is able to comply with the 2010 requirements for renewable energy.

Chair Harris indicated that the Governing Board had created an Ad-hoc committee to discuss the possible implications for this project for the Big Bear Area Regional Wastewater Agency and the Big Bear Valley. Final determination pertaining to this project can not be made until possible implications are addressed.

Mr. Schindler indicated that the Ad-hoc committee will need to address a number of concerns pertaining to these projects and will require direction from the Governing Board.

Chair Harris read the letter provided by the Department of Water and Power, indicating that a representative was unable to attend the meeting. The following is the concern of the Department of Water and Power:

“The extent to which the water flowing through the Outfall Line is or becomes committed to other organizations, whether on a temporary or permanent basis, may affect the extent to which this water could be secured by the DWP to meet the current or future water demands of the Big Bear Area. While the DWP has no immediate plans to secure this water source, it may be identified as a critical component in meeting the future water demands of the Big Bear area as the DWP organizes its efforts to secure a supplemental source of water.”

Mr. Debaun of Best Best and Krieger indicated the possible risks of this project. CEQA work is on US Forest Land and the Big Bear Area Regional Wastewater Agency currently has a Special Use permit with the US Forest Service and the possible liability as a result of pressure testing the outfall line.

Director Ollila thanked Mr. Lind for the phase approach to this project and felt this project is a win/win.

After through discussion, the Governing Board requested that Mr. Schindler and the Ad-hoc Committee discuss the complexity of this project and consult with Mr. Lind.

11. Information/Committee Reports

A. Plant Superintendent's Report

Mr. Hanford briefly discussed the operations for the month of October 2007; total influent flow was 47.04; the City of Big Bear Lake accounted for 46% of flow; the Big Bear City Community Services District accounted for 50% of flow; the County of San Bernardino, CSA 53B accounted for 4% of the flow and the sludge building operated 230 hours that generated 334 tons of solids.

Mr. Hanford discussed the current Capital Projects in progress and projects that had been completed. Mr. Hanford thanked Francis Hobbs for his excellent job in installing the new PA system in the Board room.

B. General Manager's Report

Mr. Schindler provided a brief summary of his activities for the month of October 2007. Mr. Schindler made the Governing Board aware of upcoming seminars and conferences.

C. Governing Board Member Comments

Director Ollila indicated his pleasure with the proposed projects and they are win/win for the Big Bear Area Regional Wastewater Agency and the Bear Valley Electric, Inc. Director Ollila also thanked the audience and press for attending the Big Bear Area Regional Wastewater Agency's meetings.

Vice-Chair Eads indicated he agreed with Director Herrick to consider all alternatives to the proposed projects and the committee will obtain answers to questions and concerns and the need for the sub-committee to meet weekly to ensure proposed projects are addressed in a timely manner.

Secretary Day indicated that the issue of water is a very challenging one and due to possible ramifications, rapid decisions can not be made. Secretary Day thanked the audience for their participation.

Director Herrick indicated that he had just returned from the League of Cities conference and indicated many laws pertaining to water had been approved: SB 966, RX Standards; 185 new laws pertaining to discharge and reporting of sewage spills and AB 1481, Recycled Water Permitting Standards.

Mr. Schindler indicated that no spill goes unreported for the Big Bear Area Regional Wastewater Agency.

Chair Harris thanked Director Herrick for such an informational report and could we appoint him to keep an eye out for the Board?

12. Closed Session – None

13. Adjournment

With no further business to come before the Governing Board, Chair Harris adjourned the meeting at 6:25 p.m.

Elizabeth Harris, Chair of the Governing Board
of the Big Bear Area Regional Wastewater Agency



Big Bear Area Regional Wastewater Agency

Liz Harris, Ed.D - Chair

Dr. Don Eads - Vice-Chair

John Day - Secretary

Rick Herrick - Director

Rick Ollila - Director

AGENDA ITEM: 5.B

Date: November 30, 2007

Subject: Governing Board Member Reimbursement

Recommendation: Approve as presented.

Background: Pursuant to the Remuneration and Reimbursement Section of the Governing Board Member Handbook, Governing Board Members shall receive lawful compensation based upon Governing Board approved meetings, or days of service. Attached are expenses that were incurred for the month of November 2007 and December 2007 for your review and approval.

Financial Impact: No financial impact on the budget, since a line item had been appropriated and approved by the Governing Board.

Reviewed By: Steven C. Schindler, General Manager

Responsible Staff: Nancy A. Laughlin, Finance Manager

Moved: _____ Second: _____ In Favor: _____ Opposed: _____ Abstained _____

Approved Date: _____ Witnessed: _____

Secretary of the Governing Board

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: John Day
Date Submitted: 11/28/07
Month Covered: November 2007

BBARWA Regular Meeting Attended: _____ Date: 11/28/07 Compensation \$ 100.00

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

_____ Date: _____ \$ _____
_____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)
Mileage: _____ Date: _____ \$ _____
Lodging: _____ Date: _____ \$ _____
Registration: _____ Date: _____ \$ _____
Tuition: _____ Date: _____ \$ _____
Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended:

PURPOSE

_____ Date: _____
_____ Date: _____

Board Member Signature: _____ Total Amount Paid \$ 100.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: DON EADS
Date Submitted: Nov 28
Month Covered: November

BBARWA Regular Meeting Attended: _____ Date: 11/28 Compensation \$ 100

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

_____ Date: _____ \$ _____
_____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

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Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended: _____

PURPOSE

_____ Date: _____
_____ Date: _____

Board Member Signature: _____ Total Amount Paid \$ 100.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Elizabeth Harris
Date Submitted: Nov 28, 2007
Month Covered: November 2007

BBARWA Regular Meeting Attended: Date: 11-28-00 Compensation \$ 100.00

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:
Agenda Approval Date: 11-20-07 \$ 100.00

Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended: _____
PURPOSE

Date: _____

Date: _____

Board Member Signature: Elizabeth Harris Total Amount Paid \$ 200.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Kirk Herold
Date Submitted: 11-28-07
Month Covered: NOVEMBER

BBARWA Regular Meeting Attended: _____ Date: 11-29-07 Compensation \$ 100.00
PURPOSE _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

Date: _____ \$ _____

Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____
Lodging: _____ Date: _____ \$ _____
Registration: _____ Date: _____ \$ _____
Tuition: _____ Date: _____ \$ _____
Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended: _____
PURPOSE _____

Date: _____

Date: _____

Board Member Signature: Kirk Herold Total Amount Paid \$ 100.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Rick Ollila
Date Submitted: 11/28/07
Month Covered: November

BBARWA Regular Meeting Attended: _____ Date: 11/28/07 Compensation \$ 100.00

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

_____ Date: _____ \$ _____
_____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended: _____
PURPOSE

_____ Date: _____
_____ Date: _____

Board Member Signature: Rick Ollila Total Amount Paid \$ 100.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Liz Harns

Date Submitted: _____

Month Covered: December 2007

BBARWA Regular Meeting Attended: _____ Date: _____ Compensation \$ _____

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

Cannibal Solids Reduction Dedication Date: 12/3/07 \$ 100.00

Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended:

PURPOSE

Date: _____

Date: _____

Board Member Signature: _____ Total Amount Paid \$ 100.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Rick O'Hila

Date Submitted: _____

Month Covered: December 2007

BBARWA Regular Meeting Attended: _____ Date: _____ Compensation \$ _____

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

_____ Date: _____ \$ _____

_____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum)

\$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended:

PURPOSE

_____ Date: _____

_____ Date: _____

Board Member Signature: _____ **Total Amount Paid** \$ 0

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: John Day

Date Submitted: _____

Month Covered: December 2007

BBARWA Regular Meeting Attended: _____ Date: _____ Compensation \$ _____

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:

_____ Date: _____ \$ _____

_____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended:

PURPOSE

_____ Date: _____

_____ Date: _____

Board Member Signature: _____ Total Amount Paid \$

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Rick Herrick

Date Submitted: _____

Month Covered: December 2007

BBARWA Regular Meeting Attended: _____ Date: _____ Compensation \$ _____

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: Energy BVE Date: 12/3/07 \$ 100.00

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:
Cannibal Solids Reduction Dedication Date: 12/3/07 \$ 100.00
 _____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended:

PURPOSE

_____ Date: _____
 _____ Date: _____

Board Member Signature: _____ Total Amount Paid \$ 200.00

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

REPORT OF MEETINGS ATTENDED

Governing Board Member: Don Fads

Date Submitted: _____

Month Covered: December 2007

BBARWA Regular Meeting Attended: _____ Date: _____ Compensation \$ _____

PURPOSE

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

BBARWA Special Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

BBARWA Committee Meeting Attended: Energy BVE Date: 12/3/07 \$ 100.00

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

BBARWA Committee Meeting Attended: _____ Date: _____ \$ _____

PURPOSE

Other Governing Board Approved Meetings:
Cannibal Slides Reduction Dedication Date: 12/3/07 \$ 100.00

_____ Date: _____ \$ _____

Total Entitled Monthly Stipend (\$600 Maximum) \$ _____

Other Governing Board Approved Expenses (Governing Board Approved)

Mileage: _____ Date: _____ \$ _____

Lodging: _____ Date: _____ \$ _____

Registration: _____ Date: _____ \$ _____

Tuition: _____ Date: _____ \$ _____

Meals: _____ Date: _____ \$ _____

Note: Other Governing Board approved expenses receipts must be accompanied with the travel expense form "EXHIBIT B" and forwarded to Finance Manager or designee for reimbursement

Total Authorized Reimbursement: \$ _____

Uncompensated Meetings Attended: _____

PURPOSE

_____ Date: _____

_____ Date: _____

Board Member Signature: _____ Total Amount Paid \$ 200.00



Big Bear Area Regional Wastewater Agency

*Liz Harris, Ed.D - Chair
Dr. Don Eads - Vice-Chair
John Day - Secretary
Rick Herrick - Director
Rick Ollila - Director*

AGENDA ITEM: 5.C

Date: January 16, 2008

Subject: Authorization to Negotiate and Execute an Agreement for Mutual Aid with the Big Bear City Community Services District, the City of Big Bear Lake and the County of San Bernardino on behalf of County Service Area 53B

Recommendation: Authorize the Chairman to execute agreements with the Member Agencies for the purpose of responding to sewer spills and emergency situations in an efficient and prompt manner.

Background: Since the early 90's, BBARWA and the Member Agencies have maintained both formal and informal mutual aid agreements for the purpose of responding to sewage spills and emergency situations. Presently these formal agreements have expired or will expire during 2008. In an effort to provide increased capabilities to handle wastewater related emergencies in an efficient and prompt manner while protecting both public and environmental health, staff is recommending authorization to enter into Agreement(s) for Emergency repair of Sewers and or Support with the Member Agencies. The draft (template) is attached for your information and will specify available equipment, staffing and respective reimbursement rates. In addition, it will provide indemnification for the protection of each agency.

Financial Impact: No financial impact on the budget.

Reviewed By: Joe Hanford, Plant Superintendent

Responsible Staff: Steven C. Schindler, General Manager

Page 1 of 22 Agenda Item 5.C Authorization to Negotiate and Execute an Agreement for Mutual Aid

Moved: _____ Second: _____ In Favor: _____ Opposed: _____ Abstained _____

Approved Date: _____ Witnessed: _____

Secretary of the Governing Board



AGENDA REPORT

Item No. 14

MEETING DATE: January 14, 2008

TO: Honorable Mayor and Members of the City Council

FROM: Jeff Mathieu, City Manager

REVIEWED BY: Kathleen Smith, Chief Operations Officer *KSmith*

PREPARED BY: David Lawrence, P.E., Director of Public Works/City Engineer *DL*

SUBJECT: **AUTHORIZE TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR MUTUAL AID WITH BBARWA**

BACKGROUND:

On January 26, 2004, the City entered into a mutual aid agreement, as it has for many years, with the Big Bear Area Regional Wastewater Agency (BBARWA) for the purposes of responding to sewage spills.

DISCUSSION:

Entering into a mutual aid agreement with BBARWA provides a mutual benefit for both agencies. This allows both agencies, in time of emergencies, to increase their capacity to handle wastewater related situations in an efficient and prompt manner. The agreement specifies available equipment and staffing and their respective reimbursement rates. In addition, it also provides indemnification language for the protection of both respective agencies.

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Staff recommends the City Council authorize the appropriate City representative to negotiate and execute an agreement with the BBARWA for the purposes of responding to sewage spills, in emergency situations, in an efficient and prompt manner.

COUNCIL ACTION:

Katherine E. Jefferies, City Clerk

APPROVED
CC-011408

AGREEMENT FOR EMERGENCY
REPAIR OF SEWERS AND SUPPORT

This Agreement is made and entered into as of this _____ day of _____, 2008, by and between CITY OF BIG BEAR LAKE, a municipal corporation and charter city, hereinafter referred to as "CITY," and BIG BEAR AREA REGIONAL WASTEWATER AGENCY, a joint powers authority, hereinafter referred to as "BBARWA." CITY and BBARWA are sometimes referred herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, CITY has constructed and operates and maintains a sewage collection system and appurtenances to service certain areas within its service area; and

WHEREAS, BBARWA has constructed and operates and maintains an interceptor system and appurtenances to service CITY and others; and

WHEREAS, CITY and BBARWA have the available personnel to handle day-to-day operations and maintenance of their systems, but emergency back-up personnel may be required in certain situations; and

WHEREAS, CITY and BBARWA have an existing organization with a fully qualified staff and available necessary equipment, as indicated in Exhibits B and C, to provide emergency service for said sewage system, interceptors and appurtenances; and

WHEREAS, CITY and BBARWA are capable and willing to provide emergency service functions as necessary for such sewage system, interceptors and appurtenances; and

WHEREAS, on May 2, 2006, the State Water Resources Control Board ("SWRCB") issued Order No. 2006-003-DWQ ("the SWRCB Order") requiring all public agencies that own or operate sanitary systems greater than one mile in length leading to a publicly owned treatment works to prepare a Sewer System Management Plan; and

WHEREAS, the SWRCB Order requires that public agencies demonstrate, through sanitary sewer system ordinances, service agreements, or other legally binding procedures, that they have the legal authority to (a) prevent illicit discharges into the sanitary sewer system; (b) require that sewers and connections be properly designed and constructed; (c) ensure access for maintenance, inspection, or repairs for the portions of the lateral owned or maintained by the public agency; (d) limit the discharge of fats, oils, grease, and other debris that may cause blockages; and (e) enforce any violation of its sewer ordinances; and

WHEREAS, CITY and BBARWA are both public agencies that own and operate a sanitary sewer system greater than one mile in length and thus are subject to the requirements of the SWRCB Order; and

WHEREAS, CITY and BBARWA desire to ensure compliance with said Order through reasonable cooperation with each other.

NOW, THEREFORE, in consideration of the recitals and mutual obligations herein expressed, CITY and BBARWA agree as follows:

Section 1. Definitions

Wherever used in this Agreement, the following terms have the meaning hereinafter ascribed to them:

- 1.1 "Authorized Agent" shall mean the City Manager, or his/her designee, in the case of CITY and the General Manager, or his/her designee, in the case of BBARWA.
- 1.2 "BBARWA" shall mean the Big Bear Area Regional Wastewater Agency.
- 1.3 "CITY" shall mean the City of Big Bear Lake.
- 1.4 "Council" shall mean the City Council of the City of Big Bear Lake.
- 1.5 "Emergency service" shall mean sewer system service and repair activities, inspections, checking and testing of pump stations, manholes, sewer lines, alarms, monitoring systems, and all appurtenances associated with the system related to insuring the health and safety of the public upon a quick response to an unexpected unplanned need.
- 1.6 "Governing Board" shall mean the Governing Board of the Big Bear Area Regional Wastewater Agency.
- 1.7 "Sewer System" shall mean the CITY and BBARWA gravity, vacuum and interceptor sewage collection systems, treatment plant, and appurtenant works.

Section 2. Services Furnished by CITY or BBARWA

In order for the Parties to meet state standards under the SWRCB Order, the Parties may have to undertake repairs or upgrades and cooperate with each other in order to prevent or mitigate emergency overflows. Upon request by an Authorized Agent of either Party to this Agreement ("Requesting Party"), the other Party to this Agreement ("Responding Party") shall take reasonable steps, in its sole discretion, to provide the following services in relation to the Sewer System:

- 1.8 Emergency repair of all pump stations.
- 1.9 Emergency inspections and repair of manholes, sewer lines, and all associated appurtenances as necessary.
- 1.10 Emergency checking, testing, and repair of alarm and monitoring systems.

The Parties agree to exert all reasonable efforts to enforce any violations of their sewer ordinances and to attempt to avoid, limit, and mitigate any illicit discharges into their systems or improper discharges of fats, oils, grease, or other debris that may cause blockages.

Section 3. Payment for Services

All services furnished and expenses incurred by Responding Party hereunder shall be billed monthly to Requesting Party at cost. Hourly labor rates shall be those rates as set forth in this Section 3, and are subject to revision in accordance with changes in schedules of wages paid to Party employees utilized in performance of this Agreement.

Requesting Party shall reimburse Responding Party for the cost of services performed and expenses incurred hereunder, as shown in Exhibit A, attached hereto and incorporated herein by reference, on a monthly basis upon receipt of a statement of charges. Bills for such expenses, including overtime, shall be submitted on the basis of actual incurrence for the billing period. Each Party shall notify the other Party immediately upon modification of the rate schedule found in Exhibit A.

Section 4. Termination of the Agreement

This Agreement shall terminate on June 30, 20____. Either Party may withdraw from this Agreement prior to such date by providing sixty (60) days advance written notice to the other Party.

Section 5. Extensions of Agreement

Upon the mutual written consent of the Authorized Agents, this Agreement may be extended from year-to-year. Exhibits B and C may be updated in any such extension to reflect changes in costs or conditions.

Section 6. Indemnification

If, in the performance of this Agreement, BBARWA, or its officers, officials, agents, employees, or contractors, commit a negligent or intentional act or omission that exposes CITY to liability, BBARWA shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) CITY, its officials, officers, employees, contractors and agents, against such liability, including, but not limited to, bodily injury, death, and property damage. BBARWA shall be fully responsible for the maintenance, operation, and performance of its equipment used under this Agreement, and shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) CITY in the event that its equipment causes bodily injury, death, or property damage.

If, in the performance of this Agreement, CITY, or its officers, officials, agents, employees, or contractors commit a negligent or intentional act or omission that exposes BBARWA to liability, CITY shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) BBARWA, its officials, officers, employees, contractors and agents, against such liability, including, but not limited to, bodily injury, death, and property damage. CITY shall be fully responsible for the maintenance, operation, and performance of its equipment used under this Agreement, and shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) BBARWA in the event that its equipment causes bodily injury, death, or property damage.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed as of the day and year first written above.

THE CITY OF BIG BEAR LAKE

BIG BEAR AREA REGIONAL
WASTEWATER AGENCY

By: _____
Mayor of the City of Big Bear Lake

By: _____
Chairman of the Governing Board

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
City Clerk of the City of Big Bear Lake

By: _____
Secretary of the Governing Board

EXHIBIT A
TO
AGREEMENT

LABOR HOURLY RATE

Unscheduled repairs and alarms for Parties shall be billed at Responding Party's current rate of pay, plus benefits.

EQUIPMENT HOURLY RATE

Equipment shall be billed at the actual prevailing rates, or rental rates, or at rates charged by other agencies, plus vehicle mileage billed at Responding Party's current rate.

EXHIBIT B
TO
AGREEMENT

CITY Emergency Call Out Procedures and Equipment List
[Attached Behind This Page]

EXHIBIT C
TO
AGREEMENT

BBARWA Emergency Call Out Procedures and Equipment List
[Attached Behind This Page]

AGREEMENT FOR EMERGENCY
REPAIR OF SEWERS AND OR SUPPORT

This Agreement is made and entered into as of this ____ day of _____, 2008 by and between BIG BEAR CITY COMMUNITY SERVICES DISTRICT, a community services district, hereinafter referred to as "BBCCSD," and BIG BEAR AREA REGIONAL WASTEWATER AGENCY, a joint powers authority, hereinafter referred to as "BBARWA." BBCCSD and BBARWA are sometimes referred herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, BBCCSD has constructed and operates and maintains a sewage collection system and appurtenances to service certain areas within its service area; and

WHEREAS, BBARWA has constructed and operates and maintains an interceptor, treatment, and outfall system and appurtenances to service BBCCSD; and

WHEREAS, BBCCSD and BBARWA have the available personnel to handle day-to-day operations and maintenance of their systems, but emergency back-up personnel may be required in certain situations; and

WHEREAS, BBCCSD and BBARWA have an existing organization with a fully qualified staff and available necessary equipment, as indicated in Exhibits B and C, to provide emergency service for said sewage system, interceptors, treatment system, outfall system, and appurtenances; and

WHEREAS, BBCCSD and BBARWA are capable and willing to provide emergency service functions as necessary for such sewage system, interceptors, treatment system, outfall system and appurtenances; and

WHEREAS, on May 2, 2006, the State Water Resources Control Board ("SWRCB") issued Order No. 2006-003-DWQ ("the SWRCB Order") requiring all public agencies that own or operate sanitary systems greater than one mile in length leading to a publicly owned treatment works to prepare a Sewer System Management Plan; and

WHEREAS, the SWRCB Order requires that public agencies demonstrate, through sanitary sewer system ordinances, service agreements, or other legally binding procedures, that they have the legal authority to (a) prevent illicit discharges into the sanitary sewer system; (b) require that sewers and connections be properly designed and constructed; (c) ensure access for maintenance, inspection, or repairs for the portions of the lateral owned or maintained by the public agency; (d) limit the discharge of fats, oils, grease, and other debris that may cause blockages; and (e) enforce any violation of its sewer ordinances; and

WHEREAS, BBCCSD and BBARWA are both public agencies that own and operate a sanitary sewer system greater than one mile in length and thus are subject to the requirements of the SWRCB Order; and

WHEREAS, BBCCSD and BBARWA desire to ensure compliance with said Order through reasonable cooperation with each other,

NOW, THEREFORE, in consideration of the recitals and mutual obligations herein expressed, BBCCSD and BBARWA agree as follows:

Section 1. Definitions

Wherever used in this Agreement, the following terms have the meaning hereinafter ascribed to them:

- 1.1 "Authorized Agent" shall mean the General Manager, or his/her designee, of BBCCSD and BBARWA.
- 1.2 "BBARWA" shall mean the Big Bear Area Regional Wastewater Agency.
- 1.3 "BBCCSD" shall mean the Big Bear City Community Services District.
- 1.4 "Directors" shall mean the Board of Directors of the Big Bear City Community Services District.
- 1.5 "Emergency Service" shall mean sewer system service and repair activities, inspections, checking and testing of pump stations, manholes, sewer lines, interceptor system, treatment system, outfall lines, alarms, monitoring systems, and all appurtenances associated with the system related to insuring the health and safety of the public upon a quick response to an unexpected unplanned need.
- 1.6 "Governing Board" shall mean the Governing Board of the Big Bear Area Regional Wastewater Agency.
- 1.7 "Sewer System" shall mean the BBCCSD and BBARWA gravity, force mains, trunk lines, outfall lines, sewage pump stations and interceptor sewage collection systems, treatment plant, and appurtenant works.

Section 2. Services Furnished by BBCCSD or BBARWA

In order for the Parties to meet state standards under the SWRCB Order, the Parties may have to undertake repairs or upgrades and cooperate with each other in order to prevent or mitigate emergency overflows. Upon request by an Authorized Agent of either Party to this Agreement ("Requesting Party"), the other Party to this Agreement ("Responding Party") shall take reasonable steps, in its sole discretion, to provide the following services in relation to the Sewer System:

- 2.1 Emergency repair of all pump stations.

- 2.2 Emergency inspections and repair of manholes, sewer lines, interceptor and treatment system, outfall line and all associated appurtenances as necessary.
- 2.3 Emergency checking, testing, and repair of alum and monitoring systems.

The Parties agree to exert all reasonable efforts to enforce any violations of their sewer ordinances and to attempt to avoid, limit, and mitigate any illicit discharges into their systems or improper discharges of fats, oils, grease, or other debris that may cause blockages.

Section 3. Payment for Services

All services furnished and expenses incurred by Responding Party hereunder shall be billed monthly to Requesting Party at cost. Hourly labor rates shall be those rates as set forth in this Section 3, and are subject to revision in accordance with changes in schedules of wages paid to Party employees utilized in performance of this Agreement. Each Party shall notify the other Party immediately upon modification of the rate schedule (Exhibit A).

Requesting Party shall reimburse Responding Party for the cost of services performed and expenses incurred hereunder, as shown in Exhibit A, attached hereto and incorporated herein by reference, on a monthly basis upon receipt of a statement of charges. Bills for such expenses, including overtime, shall be submitted on the basis of actual incurrence for the billing period.

Section 4. Termination of the Agreement

This Agreement shall terminate on June 30, 2008. Either Party may withdraw from this Agreement prior to such date by providing sixty (60) days advance written notice to the other Party.

Section 5. Extensions of Agreement

Upon the mutual written consent of the Authorized Agents, this Agreement may be extended from year-to-year. Exhibits B and C may be updated in any such extension to reflect changes in costs or conditions.

Section 6. Indemnification

If, in the performance of this Agreement, BBARWA, or its officers, officials, agents, employees, or contractors commit a negligent or intentional act or omission that exposes BBCCSD to liability, BBARWA shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) BBCCSD, its officers, employees and agents, against such liability, including, but not limited to, bodily injury, death, and property damage. BBARWA shall be fully responsible for the maintenance, operation, and performance of its equipment used under this Agreement, and shall hold harmless, indemnify, and defend (including payment of attorneys'

fees and costs) BBCCSD in the event that its equipment causes bodily injury, death, or property damage.

If, in the performance of this Agreement, BBCCSD, or its officers, officials, agents, employees, or contractors commit a negligent or intentional act or omission that exposes BBARWA to liability, BBCCSD shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) BBARWA, its officers, employees, and agents, against such liability, including, but not limited to, bodily injury, death, and property damage. BBCCSD shall be fully responsible for the maintenance, operation, and performance of its equipment used under this Agreement, and shall hold harmless, indemnify, and defend (including payment of attorneys' fees and costs) BBARWA in the event that its equipment causes bodily injury, death, or property damage.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed as of the day and year first written above.

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

By: _____
Chairman of the Governing Board

ATTEST:

Secretary of the Governing Board

**BIG BEAR CITY COMMUNITY
SERVICES DISTRICT**

By: _____
President of Board of Directors

ATTEST:

Secretary of Board of Directors

EXHIBIT A
TO
AGREEMENT FOR EMERGENCY
REPAIR OF SEWERS AND OR SUPPORT

LABOR HOURLY RATE

Unscheduled repairs and alarms for Parties shall be billed at Responding Party's current rate of pay, plus benefits.

EQUIPMENT HOURLY RATE

Equipment shall be billed at the actual prevailing rates, or rental rates, or at rates charged by other agencies, plus vehicle mileage billed at Responding Party's current rate.

EXHIBIT B
TO
AGREEMENT FOR EMERGENCY
REPAIR OF SEWERS AND OR SUPPORT

BBCCSD Emergency Call Out Procedures and Equipment List

EXHIBIT C
TO
AGREEMENT FOR EMERGENCY
REPAIR OF SEWERS AND OR SUPPORT

BBARWA Emergency Call Out Procedures and Equipment List

**AGREEMENT FOR EMERGENCY
REPAIR OF SEWERS**

This Agreement is made and entered into as of this _____ day of _____, 2008, by and between **COUNTY OF SAN BERNARDINO on behalf of COUNTY SERVICE AREA 53, IMPROVEMENT ZONE B** (hereinafter referred to as “**CSA 53B**”), and the **BIG BEAR AREA REGIONAL WASTEWATER AGENCY** (hereinafter referred to as “**BBARWA**”) (collectively, **CSA 53B** and **BBARWA** may be referred to as “the Parties” or individually as a “Party”).

Recitals

WHEREAS, CSA 53B has constructed and operates and maintains a sewage collection system and appurtenances to service certain areas within their service area; and

WHEREAS, BBARWA has constructed and operates and maintains an interceptor system and appurtenances to service **CSA 53B** and others; and

WHEREAS, CSA 53B, and BBARWA have the available personnel to handle day-to-day operations and maintenance of their systems, but emergency back-up personnel may be required in certain situations; and

WHEREAS, CSA 53B, and BBARWA have an existing organization with a fully qualified staff and available necessary equipment, as indicated in **Exhibits B, C, D and E**, to provide emergency service for said sewage system, interceptors and appurtenances; and

WHEREAS, CSA 53B and BBARWA are capable and willing to provide emergency service functions as necessary for such sewage system, interceptors and appurtenances; and

WHEREAS, on May 2, 2006, the State Water Resources Control Board (“SWRCB”) issued Order No. 2006-003-DWQ (“the SWRCB Order”) requiring all public agencies that own or operate sanitary systems greater than one mile in length leading to a publicly owned treatment

works to prepare a Sewer System Management Plan. The SWRCB Order requires that public agencies demonstrate, through sanitary sewer system ordinances, service agreements, or other legally binding procedures, that they have the legal authority to (a) prevent illicit discharges into the sanitary sewer system; (b) require that sewers and connections be properly designed and constructed; (c) ensure access for maintenance, inspection, or repairs for the portions of the lateral owned or maintained by the public agency; (d) limit the discharge of fats, oils, grease, and other debris that may cause blockages; and (e) enforce any violation of its sewer ordinances.

WHEREAS, BBARWA and CSA 53B are both public agencies that own and operate a sanitary sewer system greater than one mile in length and thus are subject to the requirements of the SWRCB Order and wish to ensure compliance with said Order.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties herein expressed, **CSA 53B, and BBARWA** agree as follows:

Section 1, Definitions

Whenever used in this Agreement, the following terms have the meaning hereinafter ascribed to them:

- 1.1 "Authorized Agent" shall mean any duly authorized employee of **CSA 53B** or **BBARWA**.
- 1.2 "Board" shall mean the Board of Supervisors of the County of San Bernardino, and "Governing Board" shall mean the Governing Board of the Big Bear Area Regional Wastewater Agency.
- 1.3 "Commissioners" shall mean the Advisory Commission for **CSA 53B**.
- 1.4 "**CSA 53B**" shall mean County Service Area 53, Improvement Zone B, "**BBARWA**" shall mean the Big Bear Area Regional Wastewater Agency.
- 1.5 "Emergency Repair" of the system shall mean all requested sewer system service and repair activities related to insuring the health and safety of the public.
- 1.6 "Sewer System" shall mean the **CSA 53B** and **BBARWA** gravity, vacuum and interceptor sewage collection systems and appurtenant works.
- 1.7 "Special District" shall mean the Office of Special Districts, County of San Bernardino.

Section 2. Services Furnished by Member Agencies or BBARWA.

In order for the Parties to meet state standards under the SWRCB Order, the Parties may have to undertake repairs or upgrades and cooperate with each other in order to prevent or mitigate emergency overflows. Upon request by an Authorized Agent of either Party to this Agreement, the other Party to this Agreement shall take reasonable steps, in its sole discretion, to provide the following services in relation to the Sewer System:

- 2.1 Emergency repair of all pump stations,
- 2.2 Emergency inspections and repair of manholes, sewer lines and all associated appurtenances as necessary.
- 2.3 Emergency checking, testing and repair of alarm and monitoring systems.

The Parties agree to exert all reasonable efforts to enforce any violations of their sewer ordinances and to attempt to avoid, limit, and mitigate any illicit discharges into their systems or improper discharges of fats, oils, grease, or other debris that may cause blockages.

Section 3. Billing And Payment for Services.

- 3.1 All services furnished and expenses incurred by **CSA 53B**, or **BBARWA** hereunder will be billed monthly to **CSA 53B** or **BBARWA** at cost. Hourly labor rates will be those rates set forth in Section 3.3 hereof, and are subject to revision in accordance with changes in schedules of wages paid to member agencies or **BBARWA** employees utilized in performance of this Agreement. All agencies shall notify all other parties immediately upon modification or changes, in the rate schedule shown in **Exhibit A**, attached hereto and incorporated herein by this reference.
- 3.2 **CSA 53B**, or **BBARWA** shall reimburse the responding agency for services performed and expenses incurred hereunder on a monthly basis upon receipt of a statement of charges.
- 3.3 The party requesting services in relation to the Sewer System shall pay the cost of provided by the member agencies or **BBARWA**, as shown on **Exhibit A**.

Bills for such expenses, including overtime, shall be submitted on the basis of actual incurrence for the billing period.

Section 4. Termination of Agreement.

This Agreement shall terminate on June 30, 20____. Any party may terminate this Agreement prior to such date by providing sixty (60) days advance written notice to the other parties.

Section 5. Extension of Agreement.

Upon the mutual written consent of the parties, this Agreement may be extended from year to year.

Section 6. Indemnification.

Each party shall hold harmless and indemnify the other, its officers, employees, and agents against liability (both injury, including death and property damage) arising out of equipment failures and negligent acts of any party or its employees in the performance of this Agreement.

Section 7. Modifications.

Appropriate staff officials will update Exhibits B and C, on an annual basis, and notify all parties of any changes, in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Emergency Repair of Sewers to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed as of the day and year above first written above.

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

**COUNTY OF SAN BERNARDINO
on behalf of Improvement District
Zone "B" of County Service Area 53**

By: _____
Chairman of the Governing Board

By: _____
Chairman of the Board of Supervisors

ATTEST:

ATTEST:

Secretary of said Governing Board

Clerk of said Board of Supervisors

EXHIBIT "A"

LABOR HOURLY RATE

Unscheduled repairs and alarms for member agency or BBARWA, will be billed at the responding agency's employee current rate of pay, plus benefits.

EQUIPMENT HOURLY RATE

At actual prevailing equipment, or rental rates, or rates charged by other agencies.
Plus, vehicle mileage at the responding parties current rate.

EXHIBIT "B"

(County Service Area 53B emergency call out procedures and equipment list.)

EXHIBIT "C"
**(Big Bear Area Regional Wastewater Agency emergency call out procedures and
equipment list.)**