

AGREEMENT SUPPLEMENTING OPERATING AGREEMENT NO. 1

AGREEMENT BETWEEN THE BIG BEAR AREA REGIONAL WASTEWATER AGENCY, BIG BEAR LAKE SANITATION DISTRICT, BIG BEAR CITY COMMUNITY SERVICES DISTRICT AND COUNTY OF SAN BERNARDINO ON BEHALF OF IMPROVEMENT ZONE "B" OF SAN BERNARDINO COUNTY SERVICE AREA 53 PROVIDING FOR CONTINUATION OF IN-LIEU-OF TOTAL ANNUAL CHARGE PAYMENTS BY CSA 53-B

THIS AGREEMENT is entered into as of this 7th day of July, 1980, by and between the BIG BEAR AREA REGIONAL WASTEWATER AGENCY (hereinafter referred to as "BBARWA"), the BIG BEAR LAKE SANITATION DISTRICT (hereinafter referred to as "BBLSD"), the BIG BEAR CITY COMMUNITY SERVICES DISTRICT (hereinafter referred to as "BBCCSD"), and the COUNTY OF SAN BERNARDINO (hereinafter referred to as "County") on behalf of Improvement Zone "B" of San Bernardino County Service Area 53 (hereinafter referred to as "CSA 53-B"),

RECITALS

(a) The parties hereto have entered into an agreement dated May 3, 1977 and generally designated as "Operating Agreement No. 1" whereby County is required, among other things, to pay to BBARWA for the fiscal years 1978-79 and 1979-80 a payment referred to in Part 4.09 of Section 4 of said agreement as an In-Lieu-Of Total Annual Charge Payment equal to CSA 53-B's proportionate share of the capital expense amounts contained in BBARWA's budgets for said fiscal years. The connection of homes and business establishments in the CSA 53-B service area to the sewage collection system has not proceeded as rapidly as was

expected and it would be unfair to sewer users in the BBLSD and BBCCSD service areas if such payments were to be discontinued before substantially all of the homes and business establishments in the CSA 53-B service area are connected to the sewage collection system.

COVENANTS

In consideration of the foregoing and the mutual promises hereinafter contained, the parties agree as follows:

1. Notwithstanding the provisions of Part 4.09 of Section 4 of Operating Agreement No. 1, County shall continue to pay to BBARWA on behalf of CSA 53-B an In-Lieu-Of Total Annual Charge Payment for each fiscal year until 51 percent of the existing home¹ and business establishments in the CSA 53-B service area are connected to the sewage collection system. The amounts of said In-Lieu-Of Total Annual Charge Payments shall be determined as provided in said Part 4.09.

2. If the percentage of connections provided for in Paragraph 1 is achieved during a fiscal year (July 1 - June 30), the parties shall, notwithstanding such achievement, continue to operate for the remainder of said fiscal year as if such percentage had not been achieved.

3. Pursuant to said Part 4.09, from and after July 1, 1980 and so long as said In-Lieu-Of Total Annual Charge Payments continue, County shall collect from each user of the CSA 53-B sewage collection system and pay to BBARWA the part of BBARWA's

User Charge per Equivalent Dwelling Unit which is attributable to BBARWA's operation and maintenance expenses for the fiscal year. So long as said In-Lieu-Of Total Annual Charge Payments continue, County shall not pay to BBARWA a Total Annual Charge.

4. This agreement supplements Operating Agreement No. 1, and to the extent the provisions hereof are contrary to the provisions of said agreement, the provisions hereof shall govern.

5. The parties, and each of them, hereby affirm the execution of Operating Agreement No. 1 and agree that said agreement, as supplemented hereby, shall be and remain fully effective.

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

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

By: James L. Ward
JAMES L. WARD, Chairman
of the Governing Board

ATTEST:

By: W. L. Peery
W. L. PEERY, Secretary
of the Governing Board

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

By: Robert E. Olsen
ROBERT E. OLSEN, President
of the Board of Directors

ATTEST:

By: Earl L. Black
EARL L. BLACK, Secretary
of the Board of Directors

BIG BEAR LAKE SANITATION DISTRICT AND
THE COUNTY OF SAN BERNARDINO ON BEHALF
OF IMPROVEMENT ZONE "B" OF SAN BERNARDINO
COUNTY SERVICE AREA 53

By: 

JAMES L. MAYFIELD, Chairman of
San Bernardino County Board of
Supervisors, Governing Board of
Big Bear Lake Sanitation District
and Improvement Zone "B" of San
Bernardino County Service Area 53

ATTEST:

ANDREE DISHAROON, Clerk of said Board

By: 

Deputy Clerk

APPROVED AS TO FORM this 24th day of June, 1980.

ALAN K. MARKS, County Counsel

By: 151 

Chief Deputy County Counsel

APPROVED AS TO FORM this 12th day of June, 1980.

BEST, BEST & KRIEGER

By: 

Richard T. Anderson

Attorneys for Big Bear Area Regional
Wastewater Agency

SPECIAL DISTRICTS DEPARTMENT

1111 East Mill St., B-1, 2nd Floor • San Bernardino, CA 92415 • (714) 383-2566

COUNTY OF SAN BERNARDINO
ENVIRONMENTAL
PUBLIC WORKS AGENCY

BERT R. REID
Director



JOHN M. BERNARD
Agency Administrator

July 24, 1980

Big Bear Area Regional Wastewater Agency
Attn: Earl Black
P.O. Box 517
Big Bear City, CA 92314

RE: EXECUTED AGREEMENTS

Dear Mr. Black:

Returned for your files are:

1 copy 3rd Amendment to Joint Exercise of Powers-for BBARWA
1 copy " " " " " " " " -for BBCCSD

1 copy Supplement to Operating Agreement #1-for BBARWA
1 copy " " " " " " " " -for BBCCSD

Copies of these documents are also on file with the Clerk of the Board and the Special Districts Department.

If this department can be of any further help, please do not hesitate to call.

Very truly yours,

ENVIRONMENTAL PUBLIC WORKS AGENCY

Michael James Perry
MICHAEL JAMES PERRY
Special Districts Department

(714) 383-3706

MJP:mp

cc: Al Reid
Fred Grindle
file

JUL 25 1980