

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN BIG BEAR CITY COMMUNITY
SERVICES DISTRICT, BIG BEAR LAKE
SANITATION DISTRICT AND SAN BERNARDINO
COUNTY FOR A STUDY REGARDING SEWAGE
TREATMENT, DISPOSAL AND WASTE WATER
MANAGEMENT IN BIG BEAR VALLEY

THIS AGREEMENT, dated this 14 day of December,
1972, by and between BIG BEAR CITY COMMUNITY SERVICES DISTRICT
(hereinafter referred to as "BBCCSD"), BIG BEAR LAKE SANITATION
DISTRICT (hereinafter referred to as "BBLSD") and the COUNTY
OF SAN BERNARDINO (hereinafter referred to as "County") on
behalf of Improvement Zone B of San Bernardino County Service
Area 53.

W I T N E S S E T H

WHEREAS, BBCCSD is a Community Services District
organized and existing under Division 3, Title 6, of the
Government Code (Section 61000 et seq.), BBLSD is a County
Sanitation District organized and existing under Chapter 3,
Part 3, Division 5 of the Health and Safety Code (Section
4700 et seq.), and County is a County of the State of California,
and each is empowered by law to contract with each other for the
joint exercise of common powers under Article 1, Chapter 5,
Division 7, Title 1 of the California Government Code, and

WHEREAS, all of the parties are interested in

sewage treatment, disposal and waste water management in the Big Bear Valley area of the San Bernardino Mountains in San Bernardino County, California, and

WHEREAS, it is necessary in order to implement the Water Quality Control Plan for the Santa Ana River Basin of the California Regional Water Quality Control Board - Santa Ana Region, and is also in the best interests of the residents of the Big Bear Valley area that the parties cooperatively undertake and conduct a study to develop a long range solution to the waste water problems of the Big Bear Valley;

NOW, THEREFORE, the parties, in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. Purpose.

This agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6500, (sometimes hereinafter referred to as the "Act") relating to the joint exercise of powers common to public agencies, in this case being BBCCSD, BBLSD, and County, each of which possesses the powers necessary to engage in the activities herein contemplated. The purpose of this agreement is to create a commission which will undertake and conduct a study to

develop a plan for sewage treatment, disposal and waste water management for the entire Big Bear Valley area (sometimes hereinafter referred to as the "study"). Such purpose will be accomplished and said common powers exercised in the manner hereinafter set forth.

SECTION 2. Term.

This agreement shall become effective as of the date hereof, and shall continue in full force and effect until the study is completed, unless extended for purposes of implementing the study as hereinafter provided, or until any of the parties hereto terminates this agreement.

SECTION 3. Agency.

A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a commission to be known as the "Big Bear Valley Waste Water Planning Commission" (hereinafter called the "Commission"). Said Commission shall for purposes hereof be a public entity separate from the parties hereto and shall be the agency to administer or execute this agreement.

B. Composition of Commission.

The Commission shall be comprised of five (5) members as follows:

(1) Two members of the Commission will be members of the Board of Directors of BBCCSD and shall be appointed by said Directors;

(2) Two members of the Commission shall be members of the Advisory Commission of BBLSD and shall be appointed by said Commission; and

(3) One member of the Commission shall be a member of the advisory board of Improvement Zone B of San Bernardino County Service Area 53 and shall be appointed by County's Board of Supervisors.

The Commission members shall serve at the will of the appointing bodies, and a Commission member may be removed and replaced at any time by the body by whom he was appointed.

C. Meetings of the Commission.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold its regular meeting, at least once each month, within Big Bear Valley. The date, hour, and place of the holding of the regular meetings shall be fixed by resolution, and a copy of said resolution shall be furnished to each party hereto.

(2) Ralph M. Brown Act.

All meetings of the Commission including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes.

The Secretary of the Commission shall cause to be kept the minutes of regular, adjourned regular and

special meetings of the Commission, and shall cause a copy of the minutes to be forwarded to each member of the Commission and to each of the parties hereto.

(4) Quorum.

A majority of the Commission shall constitute a quorum for the transaction of business. The unanimous vote of all members of the Commission shall be required for the approval of any action. Said vote may be evidenced as to any absent member by written assent to the minutes of the meeting.

D. Officers.

The Commission shall elect from its membership its own officers which shall include a Chairman, Vice Chairman and Secretary. The Treasurer of the Commission shall be County's Treasurer, to be the depository and have custody of all money of the Commission from whatever source. The Commission shall also select a Controller, who shall be of the same public agency as the Treasurer and who shall draw all warrants to pay demands against the Commission approved by the Commission. The public officer, officers or persons who have charge of, handle or have access to any property of the Commission shall file an official bond in an amount to be fixed by the parties to this agreement. Subject to the approval of the parties to this agreement as hereinafter provided, the Commission shall have the power to appoint and employ such other officers, employees, consultants, advisors and independent contractors as it may deem necessary.

E. Business Office.

The business office of the Commission shall be

located at the offices of BBCCSD at 139 East Big Bear Boulevard, Big Bear City, California 92314, and BBCCSD shall provide adequate space at its offices for the files, records and equipment of the Commission.

F. Staff.

The secretarial, clerical and administrative staff of the Commission shall be provided by BBCCSD and BBCCSD shall provide and make its personnel available as necessary to perform the secretarial, clerical and administrative duties of the Commission.

G. Rules.

The Commission may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

SECTION 4. Powers.

The Commission shall have the power to conduct and direct a study to develop a long range plan for sewage treatment, disposal and waste water management in the area described in paragraph 12, which is herein generally referred to as the Big Bear Valley, and recommend methods of implementing such plan at the earliest possible date. Subject to the approval of the parties to this agreement as hereinafter provided, the Commission shall have the power to engage consultants, advisors, and independent contractors to assist in conducting the study and developing the plan. All such reports and recommendations as are developed by the Commission shall be made available forthwith to all the parties to this agreement. The powers of the

Commission are subject to the restrictions upon the manner of exercising the powers of County.

SECTION 5. Limitation of Powers.

All decisions and recommendations of the Commission, including but not limited to the following, shall be reviewable by the parties to this agreement and shall not become effective unless and until they are approved by all of the parties to this agreement:

(1) The retention or hiring of consultants, advisors and independent contractors to assist in conducting the study and formulating the plan;

(2) The scope, direction, priorities and sequence of the study;

(3) The expenditure of funds.

This provision shall not apply to the normal administrative decisions of the Commission.

SECTION 6. Utilization of Existing Studies and Personnel of Parties.

One or more of the parties to this agreement have made studies or have studies in progress with respect to sewage treatment, disposal and waste water management within the Big Bear Valley and/or related matters. The parties agree to make all such studies available to the Commission. The Commission shall make every reasonable effort to utilize such

existing or progressing studies so as to avoid duplication of expense and effort. The Commission shall also consult with and utilize the expertise of the personnel of the parties to this agreement including engineers and other consultants employed by the parties.

SECTION 7. Input from Other Agencies.

The Commission shall consult with and receive data and information from all Federal, State and Local Governmental Agencies who have ownership interests or regulatory powers over environmental, health, water quality or related matters in Big Bear Valley and all other agencies, groups and organizations, private or public, who may be affected by the study or the plan or who wish to be consulted or furnish information.

SECTION 8. Exclusive Study.

The Commission shall be the exclusive agency for studying and planning sewage treatment, disposal and waste water management in the Big Bear Valley, and none of the parties to this agreement will conduct or participate in any other similar study or plan during the term of this agreement. However, this paragraph shall not disallow any party to take action from time to time to meet current needs for waste water facilities.

SECTION 9. Funds.

All funds necessary to carry out the purpose of this

agreement will be provided by County through the budget of San Bernardino County Service Area 53. County will contribute, through the said County Service Area 53, to the Commission the sum of \$25,000.00 per year for two (2) years, or such amount as is necessary to complete the purpose of this agreement.

SECTION 10. Disposition of Assets and Surplus Money.

At the end of the term hereof such assets as may be acquired by the Commission shall be distributed equally to each of the three parties hereto, provided that, any surplus money on hand shall be returned in proportion to the contributions made. Such enforceable contractual liabilities as may have been incurred by the Commission during the course of its existence shall be discharged at the end of the term hereof by County, through the said County Service Area 53.

Except as provided hereinabove, the debts, liabilities and obligations of the Commission shall be the debts, liabilities or obligations of the Commission alone, and not of the parties to this agreement.

SECTION 11. Accounts and Reports.

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice, and shall be open to inspection at all reasonable times to the representatives of the parties. In particular, its Controller and Treasurer shall comply strictly with the requirements of the Statute governing joint powers agencies,

Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6500.

SECTION 12. Study Area and Areas of Responsibility.

The geographical area with which the study is concerned (herein generally referred to as "The Big Bear Valley") is the tributary drainage areas of Big Bear Lake and Baldwin Lake in the San Bernardino Mountains in San Bernardino County, California. The study area is shown on the map attached hereto as Exhibit "A" and by this reference incorporated herein.

Each of the parties has the responsibility for sewage collection, treatment and disposal in a part of the study area, which parts are for the purposes of this agreement referred to as "Areas of Responsibility". The areas of responsibility of the parties are also shown on the map attached hereto as Exhibit "A".

SECTION 13. Implementation of Plan.

This agreement does not provide for the implementation of the plan to be developed by the Commission and the Commission does not, therefore, have the power to implement the plan, nor may any of the funds provided hereunder be used for this purpose. However, this agreement may be amended and extended to provide for the implementation of the plan if the parties deem it desirable or necessary to do so. Each of the parties to this agreement shall be entitled to participate in the implementation

of the plan regardless of whether the plan is to be implemented by the Commission or otherwise.

SECTION 14. Notices.

Notices hereunder shall be sufficient if addressed to the principal office of each of the parties hereto.

SECTION 15. Miscellaneous.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

This agreement is made in the State of California, under the Constitution and Laws of such State and is to be so construed.

To preserve a reasonable degree of flexibility, many parts of this agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which will further define the rights and obligations of the parties.

This agreement may be amended in any particular, from time to time, by unanimous action of the parties, provided, however, that no authority on which action has been taken by the Commission shall be limited or withdrawn.

SECTION 16. Successors.

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

IN WITNESS WHEREOF the parties hereto 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 CITY COMMUNITY SERVICES DISTRICT

By: Nils L. Pearson
Nils L. Pearson, President

ATTEST:

Earl L. Black
Earl L. Black, Secretary

BIG BEAR LAKE SANITATION DISTRICT
and SAN BERNARDINO COUNTY on behalf
of Improvement Zone B of San
Bernardino County Service Area 53

By: Ruben S. Ayala
Ruben S. Ayala, Chairman,
San Bernardino County Board
of Supervisors, governing body
of Big Bear Lake Sanitation
District and Improvement Zone
B of San Bernardino County
Service Area 53

DEC 4 1972

ATTEST:

Leona Rapoport

~~W. DENNIS WARDLE, County Clerk~~
and ~~Ex Officio~~ Clerk of said Board

By: Leona Rapoport
Deputy Clerk

Approved as to form this 4th day of Dec, 1972.

STANFORD D. HERLICK, COUNTY COUNSEL

By: Stanford D. Herlick
County Counsel