

**AGREEMENT BETWEEN BIG BEAR AREA REGIONAL  
WASTEWATER AGENCY AND CITY OF BIG BEAR LAKE  
REGARDING PAYMENT AND COLLECTION OF TOTAL ANNUAL  
CHARGE AND STAND-BY CHARGES**

**1. PARTIES AND EFFECTIVE DATE.**

**1.1 Parties.** This Agreement (Agreement) is entered into on November      2000 between the Big Bear Area Regional Wastewater Agency ("BBARWA"), a joint exercise of powers agency operating under Chapter 5, Division 7, Title 1, of the Government Code, and the City of Big Bear Lake ("City"), a Charter City organized and existing under the provisions of the Government Code. BBARWA and City are also sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**1.2 Effective Date.** This Agreement shall not become effective until the date (Effective Date) on which it has been approved and executed by the Parties.

**2. RECITALS.**

**2.1** On May 3, 1977 BBARWA entered into an agreement entitled "Operating Agreement No. 1" with City and others which, among other things, governs the design, construction, operation and maintenance of a regional sewerage system, to which City's sewage collection system is connected, and designates City as one of a number of collecting agencies ("Collecting Agency") which operates and maintains a sewage collection system within the regional sewerage system, through which City delivers sewage and wastewater, and collects fees for such services.

**2.2** Pursuant to Section 4.01 of Operating Agreement No. 1, City, as a Collecting Agency, pays to BBARWA a Total Annual Charge for receiving, transporting, treating and disposing of sewage and wastewater from its sewage collection system during each fiscal year. Pursuant to that Section, the Total Annual Charge for each fiscal year is payable in two installments, with the first installment due on August 31<sup>st</sup> (75%) and the second installment due on November 30 (25%).

**2.3** Pursuant Section 6.06 of Operating Agreement No. 1, City, as a Collecting Agency, remits to BBARWA applicable BBARWA Stand-by Charges, collected from owners of vacant property within its service area which could be connected to its sewage collection system and all owners of residences or business establishments which are so located but which are not connected to the sewage collection system. Pursuant to that Section, City is required to remit the sums collected to BBARWA on or before November 30 of each year.

**2.4** City has requested and BBARWA has agreed to a new payment schedule for the Total Annual Charge and the Stand-by Charges.





3.5 **Operating Agreement No. 1.** Except as expressly set forth herein, this Agreement shall not alter the responsibilities of the City under Operating Agreement No. 1, including without limitation, the City's obligation to collect or remit Total Annual Charges and Stand-by Charges under Operating Agreement No. 1.

3.6 **Governing Law.** This Agreement has been negotiated and entered into in the County of San Bernardino, State of California, and shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles.

3.7 **Litigation.** If any Party to this Agreement brings any action or proceeding against the other party arising out of or related to this Agreement, the prevailing party in that action or proceeding shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. The prevailing party shall be as determined by the court in accordance with Code of Civil Procedure Section 1032. Costs and expenses recovered pursuant to this section include, without limitation, attorneys' fees and costs incurred during any appeal of an underlying judgment or order or related to the enforcement of any judgment or order entered in the underlying action or proceeding.

3.8 **Authorization.** Each of the signatories to this Agreement warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

3.9 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first herein above written.

**BIG BEAR AREA REGIONAL  
WASTEWATER AGENCY**

By: Mary P. Costen  
Chair of the Governing Board  
Big Bear Area Regional Wastewater  
Agency

ATTEST  
By: Robert W. Colven  
Secretary of the Governing Board  
Big Bear Area Regional Wastewater  
Agency

APPROVED AS TO LEGAL FORM  
Stephen P. Detsch  
Best Best & Krieger LLP  
General Counsel

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**CITY OF BIG BEAR LAKE**

By: Jaquell Myrick  
Mayor  
City of Big Bear Lake

ATTEST  
By: Katherine E. Hoffman  
City Clerk  
City of Big Bear Lake

# SPECIAL DISTRICTS DEPARTMENT



COUNTY OF SAN BERNARDINO  
ECONOMIC DEVELOPMENT  
AND PUBLIC SERVICES GROUP

**WATER AND SANITATION DIVISION**  
202 Industrial Boulevard, Building D, Suite 6 • Victorville, CA 92392  
Mailing Address: P.O. Box 5004 • Victorville, CA 92393-5004  
(760) 955-9885 • (800) 554-0565 • Fax (760) 955-9685

EMIL A. MARZULLO  
Director

THOMAS L. SUTTON  
Division Chief

November 14, 2000

Ms. Nancy Laughlin  
BBARWA  
P.O. Box 517  
Big Bear city, CA 92314

Subject: Payment and Collection of BBARWA Annual Charges

Dear Ms. Laughlin:

This letter is in response to your letter dated November 3, 2000 and our subsequent telephone conversation.

I do not think that it is necessary to adopt an additional agreement to change BBARWA's billing cycle for County Service Area 53, Improvement Zone B. The proposed billing cycle of 50% on April 30th and December 30th of each year is compatible with the districts cash flow.

Therefore, please accept this letter as the district's authorization and agreement for BBARWA to adopt and implement the above billing cycle.

If you have questions, please call.

Sincerely,

Thomas L. Sutton  
Division Chief

TLS:lh

cc: Emil Marzullo, Director  
Patti Raynor, Supervisor of Fiscal Services

WILLIAM H. RANDOLPH  
County Administrative Officer  
JOHN GOSS  
Assistant County Administrator  
Economic Development and  
Public Services Group

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Board of Supervisors  
KATHY A. DAVIS ..... First District DENNIS HANSSBERGER ..... Third District  
JON D. MIKELS ..... Second District FRED AGUIAR ..... Fourth District  
JERRY EAVES ..... Fifth District